

Terms and conditions

Please read these terms and conditions carefully as they will tell you everything you need to know about the terms and conditions on which we will deal with each other if you have accepted the quotation provided by The Little Green Energy Company (TLGEC) Trading under “Little Green Limited” to install Microgeneration Technologies (meaning solar photovoltaics (PV), battery storage, EV charging or other) at your property.

If you do not understand these terms and conditions, or have any queries, please contact us at the address provided, or by telephone (calls may be recorded for audit and training purposes).

If we arrange credit for you, the lender will conduct a search, using a credit reference agency, for information about you and any other people applying with you. When credit reference agencies receive a search it is recorded on your credit file, whether your application is successful or not.

1. We will carry out the work specified for the amount quoted in writing by a TLGEC representative subject to the following Terms and Conditions.
2. The quotation is valid from the time of quotation and will expire if not accepted by you in writing within 30 days of that date. All quotations are subject to installation taking place within four (4) calendar months from and including the date the quotation is accepted.
3. If any amendments are required, you must first confirm them in writing and they must be agreed by an authorised representative of TLGEC.
4. The quotation does not include the cost of removing any dangerous waste material, such as asbestos, which could not have been reasonably foreseen when we made the original quotation and which we only become aware of when doing the work. Such work will be at extra cost for which you will be liable. When you have any asbestos removed, a clean air certificate must be provided before we will do any further work at your property.

5. Our normal business hours are between 0800 and 1700 Monday to Friday. We are only able to carry out installation work during daylight hours. If you want us to work outside these hours, it may be necessary for us to make additional charges, which we will agree with you in advance in writing.
6. We will carry out the service with all reasonable care and skill in accordance with The Trading Standards (Enabling Provisions) (Guernsey) Law 2009, and we follow the RECC Scheme Rules and Code of Practice (RECC)
7. The time estimate provided for completing the work is our best estimate and we will make every effort to complete the work on time, however, we cannot be held responsible for delays due to weather or other circumstances beyond our control. In such circumstances we will revise with you the time estimates we originally provided.
8. Work is guaranteed for 24 months from the date that the installation is completed. These guarantees do not affect your statutory rights in relation to the quality and description of goods and services. You can contact your local authority trading standards or Citizen's Advice Bureau if you need more information about your statutory rights.
9. We will take all reasonable care to carry out the work without causing unnecessary damage to your property. While we will make good unnecessary damage directly caused by our negligence, you accept that the installation and related work may cause damage to finishing's, both internally and externally and that certain areas may need redecoration following completion of the installation. Redecoration will be your responsibility and is not included in the quotation.
10. Whilst every effort is taken to assess the current condition of the roof at survey stage, we take no responsibility for existing problems with the roof. i.e. broken tiles, insufficient underlayer. Any problems will be pointed out before the work is commenced and repairs agreed in writing. You will be liable for any extra cost incurred.
11. Any damage that becomes apparent following installation, must be reported immediately, (by letter, email, or telephone) to prevent further damage and in order for us to repair it, if we are liable.

12. We will not be responsible for the cost of repairing pre existing damage to your property that we may discover whilst completing the work.
13. TLGEC cannot be held responsible for the under or over performance of a panel or system as all stated outputs are based on average and collective figures and can not take into account the year on year changes that occur in weather patterns and solar activity. Further TLGEC cannot be responsible for the under or over performance of a panel or system when supplied to or installed by a third party. All yearly outputs are based on the information gathered at the site visit and modelled using specialist software. An exception to this would be if the underperformance is due to poor installation or over estimation of what the performance would be.
14. All equipment other than the PV modules will require internal installation. No Enclosures are allowed for unless specified
15. System components/design specifications may change over the course of the project but system performance shall remain the same.
16. Our calculations in the preparation of quotations are based on the assumption that the contract will be awarded as a whole. In the event of any separately priced sections included in quotations (excluding any provisional sums) being deducted from your order to us, the prices of the remaining sections may need to be adjusted.
17. If planning permission is required, you should contact your local authority before signing the contract.
18. If you are a tenant you may need your landlord's prior written permission to carry out the work detailed in the quotation. In the absence of your advice to the contrary within 14 days of signing the contract we will assume that you have made enquiries and obtained permissions where required. We shall not have any liability for unauthorised works and you shall indemnify us for any losses howsoever arising that we incur from your failure to obtain such permissions. You may require Planning Permission and/or approval under Building Regulations to carry out the work detailed in the quotation. In the absence of your advice to the contrary we will assume that you have made enquiries and obtained permissions and approvals where required. We shall not have any liability for unauthorised works and you shall indemnify us for any losses howsoever arising that we incur from your failure to obtain such permissions.

19. If you have a Leasehold interest in the property you will need to obtain the Freehold owner(s) prior written permission to carry out the work detailed in the quotation. In the absence of your advice to the contrary within 14 days of signing the contract we will assume that you have made enquiries and obtained such permission(s). We shall not have any liability for unauthorised works and you shall indemnify us for any losses howsoever arising that we incur from your failure to obtain such permission(s).
20. Where we have connected new equipment to your existing system we will not accept responsibility for the cost of repairing or replacing parts of your existing system which subsequently develops faults in that system unless we have been negligent in not realising that such damage may occur or if the way we carried out the work directly caused the fault.
21. We do not accept liability if we cannot fulfill our side of the agreement for reasons which are beyond our control such as fire, accidents, war, adverse weather conditions, industrial disputes, strikes and lockouts which we are not directly involved in.
22. To carry out the work as quickly as possible we may need to use sub-contractors. All sub-contractors are approved by TLGEC and experienced, qualified and accredited to carry out their work.
23. Following installation, we will provide you with all the relevant documents required to operate the goods and register any guarantee, we will also provide the documentation required to claim any subsidy that may be available.
24. We will repair or replace any faulty goods in the first year of installation and all materials supplied will be covered by the manufacturer's warranty. We will return and repair any issues arising from the work for a period of 2 years. Accidents, misuse of goods, removal of goods by an unauthorised person or an act of God are not covered under the warranty. These guarantees do not affect your statutory rights in relation to the quality and description of goods and services. You can contact your local authority trading standards or Citizen's Advice Bureau if you need more information about your statutory rights.

25. We will pay you reasonable costs for any losses you incur if we cancel the contract without good reason.
26. We reserve the right to cancel the contract following an unsatisfactory technical survey. If we do so, we will write to you with an explanation and return your deposit in full.
27. If you wish us to commence work during the notice period (please refer to your rights to reject below) you must express this in writing. You may follow the consent instructions below.
28. You agree we can conduct survey(s) required before carrying out the work.
29. It is your responsibility to ensure that you provide safe and easy access to your property from the public highway and that there are no obstructions. You must also ensure that there is easy access to the area where the installation is to be carried out, by removing all belongings from the vicinity.
30. On the agreed dates, you must provide access to your property (inside and outside), for transport of equipment, materials and for our installation teams.
31. You agree to provide us with electricity, water, washing and toilet facilities onsite.
32. We will provide you with (or show you how to get) the application forms to claim any subsidy available, but it is your responsibility to claim any such subsidy.
33. **Timetable**
 - i. We will discuss the timetable with you before signing the contract.
 - ii. We will make every effort to complete the work within the estimated timescale; however, we cannot be held responsible for any unforeseen delays due to poor weather conditions or other circumstances beyond our control.
 - iii. We may adjust the timetable following a discussion with you, for example, if weather conditions prevent us from carrying out the work on a particular day.

34. Payments

- i. You may be asked to pay a deposit after signing the contract, which will not be more than 25% of the total contract price. If we fall into receivership, administration or bankruptcy, your deposit and advance payment, if any, is protected by the Deposit and Stage Payment Protection Insurance policy, which you will have received (subject to the policy terms and conditions). If you are paying by finance agreement you may not be asked for a deposit.
- ii. The remaining balance from you is due on completion of the work or as detailed in the quotation, unless you have signed a credit agreement. You will receive an invoice from us following completion of the installation.
- iii. If for any reason your credit agreement is cancelled, the balance of the quoted price becomes immediately payable and you agree to pay the quoted price to us in full.
- iv. Goods supplied and delivered by us to you shall remain our property until paid for by you in full. If a deposit has been received, then you will have entitlement over a direct proportion of the goods. Whilst goods remain our property (we continue to have title over them) we have the absolute authority to retake, sell or otherwise dispose of all or any part of these goods. We shall be entitled to seek a court injunction to prevent you from selling, transferring or otherwise disposing of such goods.
- v. Should any invoice not be paid within the payment terms detailed on the invoice, TLGEC reserves the right to refer this matter to the petty debts court.

35. Additional Charges

- i. There are no additional fees for payments made by cash, debit cards or cheques; however, if payments are made by credit card there will be a 2.5% transactional charge. This will be reflected in the invoice.

- ii. We will charge you for the survey if you reject the goods and end your contract after the 14-day notice off period has expired (the standard cost of a survey is £180).
- iii. If for any reason you cause the work to be delayed, (unless there are mitigating circumstances), we may stop work and charge you for any losses incurred.
- iv. Any payments not received within 7 days of receiving the invoice are liable to interest. Interest on overdue invoices shall be on a day-to-day basis set at 2.5% above HSBC Bank PLC base lending rate for the time being in force per calendar month.

36. Liability

- i. We accept full legal responsibility of our agents if we kill or injure somebody (or cause somebody to be killed or injured) because they or we have been negligent or if we act fraudulently.
- ii. If you suffer any loss or damage, our responsibility to you will be limited to £1 million for each event that causes you loss or, if there are a number of connected events that cause you loss, our responsibility will be limited to £1 million in total for these events. We will not, under any circumstances, be responsible for:
- iii. any loss that, when we made this contract with you, we would not reasonably have expected would happen even if we, our employees, subcontractors or agents did not follow these terms and conditions.

37. Notice of the Right to Cancel

- i. You are entitled to cancel this agreement. If you are contemplating cancellation please call 01481 255666. If you wish to cancel you **MUST DO SO IN WRITING** and deliver notice personally or send by **RECORDED DELIVERY** or **REGISTERED POST** to The Little Green Energy Company, Units 12/13 Homefield, Rue de l'Epinel, Forest, GY8 0HL. Or by email to info@littlegreenenergy.gg at any time **WITHIN 14 DAYS** from and including the date the quotation is signed as accepted. Notice of cancellation is deemed to have been served as soon as it is posted or sent to us or, in the case of electronic communication, from the date it is sent to us. If you wish to cancel this agreement after the cancellation period we may retain a portion of your deposit to cover any reasonable costs we have incurred.
- ii. In the event that you exercise your right to cancel this agreement and you have given your written agreement for any installation to take place within the 14-day notice period, you can still cancel up to 24 hours before we are due to start the work. If some or part of the installation has taken place, you will be liable to pay for any services provided and/or products installed up to and including the date of cancellation.
- iii. TLGEC may cancel the agreement with immediate effect at any time by providing you with written notice. If we cancel the agreement without good reason we will pay you any reasonable costs or losses you incur as a direct result of the cancellation.
- iv. Should you cancel an agreed installation date (with the view to rearranging at a later date) within 48 hours of the start of the installation, TLGEC reserve the right to charge an administration fee to cover any reasonable costs we may have incurred.

38. **Third Party rights**

Nobody other than you will be able to benefit from this agreement.

39. **Using personal information**

- i. We may collect personal data about you when you contact us, using our website, social media platforms, telephone or in writing to our postal address.
- ii. We gather data about the use of our website, or social media platforms, such as which pages are most visited (or of interest) or how many people are visiting or “liking” us on platforms such as Facebook.
- iii. We may use your personal data to do the following:
 - provide you with information and services that you have asked for;
 - help run and contact you about improving the way we run any accounts, services and products we have provided before, now or in the future;
 - help train our staff;
 - create statistics, test computer systems, analyse customer information, create profiles. Help prevent and detect debt, fraud and loss.
 - provide you with a monthly newsletter and updates. You can unsubscribe from these communications at any time or contact the office.
- iv. We may also monitor and record any communications we have with you, including phone conversations and emails/written communication, to make sure we are providing a good service and meeting our regulatory and legal responsibilities.
- v. When we contact you, we may use any information we hold about you to do so. We therefore may contact you by email, phone, text message, other forms of electronic and written communications or by visiting you.
- vi. We don't sell your personal data to third parties.

- vii. We will only share your personal data with organisations relevant to your installation / service being provided to you. Examples of the organisations that we will share your data with are:
- Scaffolding companies
 - Guernsey Electricity to comply with (Part 3,20,(c)-of The Electricity (Guernsey) Law – 2001)
 - Suppliers and subcontractors relevant to your job or for monitoring purposes
- viii. If you have entered into a contract with us we may choose your installation to be one of our website case studies. We will not disclose your name or exact location.
- ix. There are circumstances where we may need to disclose your personal data to third parties where we are legally obliged to do so, or in order to apply or enforce our legal rights.
- x. We are a Guernsey based company, and as such the vast majority of your personal data will be stored in Guernsey, in a secure physical or electronic form. However, we use third party service providers to provide email capabilities, host our social media presence and support our website. Therefore, we may need to use the services of a supplier outside the European Economic Area. Where this is the case, we will take all reasonable steps to ensure that your data is treated securely and in accordance with our data protection policy.
- xi. We keep records for as long as required in accordance with legal requirements. Where your information is no longer required, we will dispose it in a secure manner.
- xii. Under data protection legislation, you can request a copy of personal information we hold about you at any time. If you find any inaccuracies, we're obliged to correct that! Please do remember though, that we are under an obligation to keep personal data secure, so please understand if we require reasonable proof of ID.

- xiii. Please address any requests to: Data Protection, The Little Green Energy Company, Units 12/13 Homefield, Rue de l'Epinel, Forest, GY8 0HL.
 - xiv. We'll respond as soon as we are able, and in any event within the statutory timescale set, but please do provide as much information as you can about why you think we hold your data so we can locate records quickly.
 - xv. We reserve the right to charge a fee for this process.
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- 40. Solar PV engineers are trained by TLGEC and follow MCS guidelines, they are employed to undertake installation of products and servicing and repair work to ensure the safe and efficient operation of Microgeneration Technologies.
 - 41. TLGEC engineers have a duty of care to give good advice that could involve recommendations to purchase additional products or services from TLGEC in the interest of safety, efficiency or economy. The engineers are paid an annual salary, but can also earn an extra payment linked to a number of factors, including additional products/services purchased by customers.
 - 42. These terms and conditions may not be varied in any manner except if authorised in writing and signed by a TLGEC authorised representative and you.
 - 43. **Complaints**

If you have a complaint about our service or any goods or services you purchase from TLGEC then please contact us immediately. You will be contacted as soon as possible and definitely within 72 hours of our hearing from you and aim to provide a resolution within 5 working days. All complaints will be dealt with in a fair and confidential manor.
 - 44. **Government law and jurisdiction**

The terms and conditions for all products and services are written in English and all correspondence entered into shall be in English. Your agreement and these Terms and Conditions are governed by the laws of Guernsey.

Notice of Cancellation – Your Right to Reject

Cancellation Notice

You have the right to cancel this contract if you wish within 14 days of you signing the contract. Cancellation should be communicated in writing or by e-mail to the person shown below.

To exercise your right to reject and end the contract, you must inform us of your decision by a clear statement, IN WRITING with the information below, either by letter or email or you may use the attached Cancellation form, but this form is not obligatory.

To meet the cancellation deadline it is sufficient to send communication concerning your right to reject before the notice period has expired.

Our contact details are:

Telephone: 01481 255666

Email address: info@littlegreenenergy.gg

Business name: The Little Green Energy Company

Business Address: Units 12/13 Homefield, Rue de l'Epinel, Forest, Guernsey, GY8 0HL.

Customer's name:

Address:

Effects of Cancellation:

The contract will be deemed to have ended on the date that you reject the goods in writing. If you are rejecting by post we would advise you to obtain proof of posting in the form of a dated receipt, (this can be obtained from the post office free of charge).

If you reject the goods before installation, we will reimburse to you all payments received from you, including standard delivery charges, if any.

If you requested in writing that the service commences during the notice period, you will pay us an amount that is proportionate to the services completed up until you inform us of your rejection of the goods. Such proportion will relate to the initial contract.

Any other contracts including warranties, insurance policies and a credit agreement issued by us shall be automatically cancelled.

Any reimbursements by us will be made without undue delay and not later than 14 days after the goods have been collected by us. We will not charge for the collection of goods.

We will make the reimbursement using the same method of payment as you used for the initial transaction, unless you state otherwise.

You will not incur any cancellation fee as a result of reimbursement.

You may be liable for any diminished value of goods resulting from your handling of them. We advise you not to attempt to remove the goods after installation to prevent any damage occurring.

If you would prefer, you may use the Cancellation form below

CANCELLATION FORM (Please send this completed form to the address below)
Only if you wish to end the contract within the 14 day notice period.

Business name : The Little Green Energy Company
Business address: Units 12/13 Homefield, Rue de l'Epinel, Forest, Guernsey, GY8 0HL.
To: Jamie Clark (TLGEC Technical Director)

*I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate)
Reject the Goods and wish to end my/our (delete as appropriate) contract.*

Contract Ref number:

Contract signed on (Date):

Have any goods been delivered to your property ? (Date):

Name of customer:

Address: **House Name**

Street

Parish

Postcode

Customer's signature:

Date:

Consent to carry out work within the cancellation period

If the customer wishes work to start before the cancellation period expires, they should sign below to confirm this and that they understand that if they subsequently decide to cancel within 14 days, reasonable payment may be due for works already carried out prior to cancellation.

Your letter / email should clearly state that you wish for works to commence and that you understand if you later cancel the contract, in accordance with your statutory rights, before the service is completed, that you must pay a sum in proportion to the full cost of the service.

Please ensure that you clearly state your name and address as written on your contract and include any contract or customer reference number, along with a contact telephone number.

Our contact details are:

Telephone: 01481 255666

Email address: info@littlegreenenergy.gg

Business name: The Little Green Energy Company

Business Address: Units 12/13 Homefield, Rue de l'Épinel, Forest, Guernsey, GY8 0HL.

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) wish the work to begin as soon as possible and before the 14 day cancellation period expires.

Contract Ref number:

Contract signed on (Date):

Name of customer:

Address: **House Name**

Street

Parish

Postcode

Customer's signature:

Date: