

Your Eco Construction Limited Sub-Contract Terms & Conditions

1. Introduction and Interpretation

1.1 In this Sub-Contract:

- (a) Completion: means the Sub-Contract Works are complete and there are no defects which would prevent use of the Sub-Contract works, provided always that completion shall not be satisfied until the Sub-Contract Works (a) achieved any standard required for completion under the Main Contract, and (b) complies with any conditions precedent under the Main Contract relating to completion insofar as they relate to the Sub-Contract Works;
- (b) Employer: means the employer under the Main Contract;
- (c) Goods: means the goods, materials and/or other items to be supplied and/or delivered by the Sub-Contractor and all parts or components thereof as specified or reasonable implied thereto as required by this Sub-Contract;
- (d) Main Contract: means the contract between Your Eco Construction Limited and the Employer for the carrying out of the Main Contract Works;
- (e) Main Contract Works: means the works to be carried out under the Main Contract;
- (f) Price: means the price for the Sub-Contractor's performance of this Sub-Contract, being that set out in the Order or calculated in accordance with the price basis set out in the Order, as it may be varied in accordance with the Sub-Contract;
- (g) Sub-Contract: means the sub-contract between Your Eco Construction Limited and the Sub-Contractor for the carrying out of the Sub-Contract Works;
- (h) Sub-Contractor's Designed Works: means the design to be carried out and completed by the Sub-Contractor as specified in the Order, including any variations to the Sub-Contractor's design input as made in accordance with the Sub-Contract;
- (i) Sub-Contractor's Persons: means the Sub-Contractor's employees and agents and all other persons employed or engaged on or in connection with the Sub-Contract Works or any part of them or any person properly on the site in connection therewith;
- (j) Sub-Contract Works: means the design (if applicable) and works to be carried out and completed by the Sub-Contractor under this Sub-Contract as specified in the Order, including any variations made in accordance with the Sub-Contract;
- (k) Sub-Contractor: means the persons/company/individual or the like named in and to whom the Order is issued in respect of the Sub-Contract Works;
- (l) Terms: the terms and conditions set out in this document.

1.2 These conditions shall apply to the contract for the Sub-Contract Works described in the Order to the exclusion of all other terms and conditions including any terms and conditions which you may purport to apply under any quotation, form, invoice, order or other similar document. Any variation to these conditions (including any special terms and conditions agreed between the parties) shall be of no effect unless agreed by us in writing by a suitable person.

2. Amending the Terms

2.1 We have the right to revise and amend these Terms from time to time. You will be subject to the policies and terms in force at the time that you accept the Order.

3. Standard Energy Prediction Disclaimer

3.1 The performance of solar PV systems is impossible to predict with certainty due to the variability in the amount of solar radiation (sunlight) from location to location and from year to year.

4. Price and payment

4.1 The price and payment terms shall be as stated in the Quotation. All figures exclude VAT unless otherwise stated.

4.2 Should you not make payment as per the payment terms set out within the Quotation, we reserve the right to charge interest at the statutory rate of 8% above the Bank of England base rate applicable at the time the payment was due whichever is the higher.

5. Good Warranty

5.1 Any goods that are supplied by us will come with a manufacturer's warranty and thus any issues arising from the goods themselves will need to be taken up with the manufacturer themselves. The warranty period may differ depending on the manufacturer and the goods supplied.

6. Installation Warranty

6.1 We will install the goods in accordance with the Quotation subject to any amendments made in accordance with the Terms ("the Installation").

6.2 We aim to complete the Installation on time however, there may be delays due to an Event Outside of our Control (see Clause 13).

6.3 We may have to suspend the Installation if we must deal with technical problems, or to make improvements or additions agreed between you and us in writing to the Installation. We will contact you to let you know in advance where this occurs unless the problem is urgent or in an emergency. This does not affect your obligation to pay for any invoices we have already sent you.

6.4 We warrant that for a period of 12 months following the Installation all works carried out by us will be of satisfactory quality.

6.5 This warranty does not apply to any defect in the Installation arising from the following: fair wear and tear, wilful damage, negligence by you or any third party, if you use the goods in a way that We do not recommend or contrary to any guidance supplied by the manufacturer, you fail to follow Our instructions, you carry out alterations or repairs without our prior written approval from us.

6.6 In the unlikely event that the Installation is not carried out with reasonable care and skill you must let us know as soon as possible (must be within 7 working days of completion). We will then inspect the Installation works on a date agreed between both parties and once we have confirmed that the problems identified with the Installation are due to lack of reasonable care and skill by us, we will repair the Installation works.

6.7 You will not have to pay us to repair the Installation works if carried out in accordance with this clause 6.6.

7. Title and Risk

7.1 The Goods will be your responsibility from the time of Installation.

7.2 Legal and beneficial ownership of all goods sold by us shall remain vested in Your Eco Construction Limited until payment in full of the Services detailed in the Quotation. Until such time you must keep these goods distinct from other property and must not purport to sell or otherwise transfer legal or beneficial ownership of them. Until ownership has transferred to

you, you have full licence to make use of the goods in your business, but at any time at which payment of:

- (i) the invoice relation to those goods; and
- (ii) any other invoice is late for payment, or that you are subject to any form of insolvency or to any debt recovery action or occurrence then we may without notice recover possession of the goods. For this purpose, you hereby irrevocably licence Your Eco Construction Limited and its agents to enter the property (or the property where the goods are installed) and (as far as reasonably necessary) to disassemble any machinery. In addition, you undertake to obtain equivalent licences for any third party on whose property the goods will be sited and agree to indemnify the failure to obtain such licences, or otherwise from Your Eco Construction Limited's recovery of the goods in accordance with this clause.

8. The Services and Programme

8.1 The Services to be provided by us are defined in the Quotation. No materials will be ordered or allocated for the Services until an order is placed. We shall not be liable for any delay in any programme caused by your failure to place a confirmed order sufficiently early.

8.2 All Services will confirm to the agreed specifications where possible and shall be performed with reasonable care, skill, and diligence in accordance with accepted professional standards of a competent contractor. Your Eco Construction Limited will make every effort to install the system as specified and, on the date, agreed.

8.3 Our contract with you does not cover changes to your electricity metering arrangements or any authorisations for the installation of our system on your property. You are responsible for making these arrangements, obtaining these authorisations and for paying any associated charges. We accept no liability whatsoever for unauthorised use of a grid connected electricity generating system or any delays to your programmed caused by changes to your electricity metering.

8.4 Any additional site visits requested by you that have not been agreed within the scope of works on the original Quotation will be subject to an additional fee which you will be advised upon prior to attendance.

8.5 You are obliged to offer a practical and comfortable working environment. This includes but is not limited to provision of water, washing facilities and toilets; use of electricity supply; adequate storage space and ease of access to working areas.

9. Delivery, Risk and Property

9.1 Delivery shall be of the whole or such part of the Goods and at such time or times shall be directed by us. Unless otherwise agreed, risk in all Goods passes on delivery to site and you will be responsible for the secure storage of the Goods.

9.2 Title of these goods shall only pass when the terms detailed within clause 7 are satisfied.

10. Timetable

10.1 We will agree an intended installation date with you (“the Proposed Installation Date”) but this date will be changeable dependent on:

- (a) Availability of Our staff and any third-party contractors; and
- (b) Availability of the goods.

10.2 Once we have confirmed a final date for Installation you may be able to change this date without recourse to additional expenditure where you provide us with 10 working days’ notice before the start date of Installation. Where such notice is not provided, we reserve the right to charge any additional costs reasonably incurred. This cost may include but it is not limited to the cost of labour, delivery, travel, and equipment.

11. Cancellation

11.1 You may cancel the Order and receive a full refund of your Deposit provided work has not started (if work has started, you will not be entitled to any refund) and goods have not been ordered (if goods have been ordered you will be entitled to a refund of your deposit minus the costs of goods ordered and if the deposit does not cover the total costs of goods ordered you will be liable for the difference). Notice of cancellation must be received no later than 7 working days starting from the date after receipt of the order.

11.2 You may at any time after Installation has begun but not finished, amend or cancel an Order by providing us with Written Notice. If you amend or cancel an Order in accordance with this clause, your liability to us shall be limited to payment to us of all costs we reasonably incur in fulfilling the Order until the date that we receive your amendment or cancellation.

12. Our liability to You

12.1 If we carry out work on your behalf in connection with our performance under these Terms and damage is caused because of our fault or negligence, we will make good any damage caused. We are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover during installation by us.

12.2 We will also not be held liable for any damage caused to any roads or surface area which may have been caused by the movement of our vehicles or from us carrying out the work as instructed.

13. Events Outside our control

- 13.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by events outside our reasonable control (a “Force Majeure Event”).
- 13.2 A Force Majeure Event includes any act, event, non-occurrence, omissions, or accident beyond our reasonable control and incurred, in particular (without limitation), the following:
- (a) unavailability of the Goods or equipment necessary for Installation from Our suppliers; or
 - (b) strikes, lockouts or other industrial action; or
 - (c) civil commotion, riot, invasion, terrorist attack or threat of a terrorist attack, war (whether declared or not) or threat or preparation for war; or
 - (d) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or
 - (e) impossibility of the Use of railways, shipping, aircraft, motor transport or other means of public or private transport; or
 - (f) impossibility of the Use of public or private telecommunications networks; or
 - (g) the acts, decrees, legislation, regulations, or restrictions of any government; or
 - (h) pandemic or epidemic; or
 - (i) weather conditions that in Our reasonable opinion will make the Installation unsafe.

14. Notices and Communications

14.1 If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing (for example, to cancel the contract), you can send this to us by e-mail at info@yourecouk.com or by hand or pre-paid post to Your Eco Construction Limited at The Old Church School, Frome, Somerset, BA11 1HR.

15. General

15.1 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that you do not have to comply with those obligations. If we do waive a default by you, that will not mean that we will automatically waive any subsequent default by you. No waiver by us of any of these Terms shall be effective unless we expressly say that is it a waiver and we tell you so in writing.

15.2 A personal who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

15.3 These Terms shall be governed by English Law and we both agree to the non-exclusive jurisdiction of the English courts.

