

Infinity Renewables Group Ltd The Pinnacle, Station Way, Crawley, West Sussex, RH10 1JH

**Proposal prepared for:** Andy Ferguson

Installation Address: Rock House, Mill Lane, Hambrook, Bristol, BS16 1SA

Thank you for asking Infinity Renewables Group to provide you with a proposal for a microgeneration system. In this document you will find your final proposed system design. Please find below information about our company and also specifics about your installation.

We have pleasure in enclosing our proposal for the work:

- our quote
- a diagram showing a design of the system
- an estimate of the performance you can expect to get including the sunpath diagram to estimate the shading on your system
- · our terms of business, and
- a cancellation form

We have also set out some key points you need to be aware of should you decide to go ahead.

This letter and the items above make up our proposal. Once you've had a chance to look through them, if you wish to proceed and haven't already please complete the Order Form and return it to Infinity Renewables Group.

INFINITY RENEWABLES GROUP is one of the fastest growing solar companies in the UK, having installed Solar PV on thousands of homes, yet still running as a family business. We are a proudly UK owned company, on a mission to make renewable energy readily available to everyone. We pride ourselves on being market leaders by continuously keeping on the forefront of the latest research and technology. We are currently on our 5th Solar Together Council Scheme.

Here at Infinity Renewables Group, we believe in making a positive change by using safe sources of energy to power our world. Our organisation is strongly committed to making a difference in the fight against climate change and see solar power as the future of energy for generations to come. We are fully committed to supporting the environment and working towards a carbon-neutral society.

As well as our consultation and products, we differentiate through quality control, employing teams of installers and tradesmen and never using third parties. Our installers are handpicked to ensure every customer receives a professional service and that only the highest of standards are met. We are proud members of HIES, NICEIC, MCS, FCA and TRUSTMARK amongst other qualifications. We continually keep our team trained to the highest standards in this ever-evolving market.

Infinity Renewables Group Ltd is a member of the HIES which is backed up by the Trading Standards Institute. Our registration number is IRG/A/1522.

As an approved accredited MCS installer, Infinity Renewables Group Ltd Group is audited annually by NICEIC who ensure that our procedures and installations are to the highest standard of the

Microgeneration Certification Scheme. Our registration number is NIC3109158. More information can be found at www.microgenerationcertification.org

### Before you go ahead:

#### **Planning Permission and Building Control**

If your property is a listed building or you are in a conservation area you may need planning permission. You are responsible for contacting your local planning authority to obtain confirmation that planning permission is not required.

#### **Roof Structure**

We believe your roof is suitable for the proposed installation. You may want to obtain an independent opinion on the condition of your roof for the proposed installation and it is recommended that you pay for a Structural Engineers Report.

#### **Insurance**

It is recommended that you inform your property insurers about the proposed installation to check if it will increase your buildings insurance premium.

Infinity Renewables Group has appropriate insurance to cover possible third-party damage, which may be caused by any of our activities in supplying a small-scale energy generator to you. We are insured by Simply Business.

## **Data protection**

Please be assured Infinity Renewables Group will keep information about you in accordance with data protection legislation and will not pass information to any third party without your permission. Our Privacy Policy is available here <a href="https://infinity-renewables.com/privacy-policy/">https://infinity-renewables.com/privacy-policy/</a>

#### Your installation

#### 1. Timetable for Works

We will agree installation dates with you in writing after the order has been confirmed and we have received your deposit, if we have asked you for one. It usually takes 3 days to install a system, including the erection and removal of scaffolding. Your installation will usually take place within 2-12 weeks of receiving your order, subject to work load and availability of materials.

**Please note:** We do not normally start any work until the end of your 14 day cancellation period. If you want us to start work sooner for any reason, please be aware that you must ask for this in writing. For more information about your right to cancel the contract see the 'Cancellation Period and your right to cancel' in your quote document.

### 2. Commissioning the system

We will commission your system in line with MCS installation standards to ensure that the system is safe, has been installed in accordance with documented procedures and manufacturer's requirements and is operating correctly in accordance with the system design.

Following the testing and commissioning of the system, a detailed operating manual will be provided to you within 10 days.

### 3. After Sales Support and Maintenance

Solar PV Systems have no moving parts so they require very little maintenance. However, they are not completely maintenance free and a yearly check of the system is recommended. Our maintenance contract is an optional extra service. Details of this can be requested separately and

additional charges may be incurred.

For any after sales support please feel free to contact our Technical Support team on 0800 0868 068 and select option 2 or email us on <a href="mailto:technical-support@infinity-renewables.com">technical-support@infinity-renewables.com</a>

#### 4. Guarantees

Your equipment is guaranteed by its manufacturer. The guarantees are:

- 12 years for solar panels
- 10 years for the inverter
- 10 years for the battery

Any products damaged during installation shall be replaced free of charge. We guarantee our workmanship for 10 years from date of install. This workmanship warranty will be transferable to the new legal owner of the property if it is sold during the warranty period.

#### **Insurance Backed Guarantees**

As members of the HIES, we are required to have arrangements in place so that your workmanship guarantee from us will still be honoured if we should go out of business during the guarantee period.

Your workmanship guarantee is protected with your HIES IBG. You will receive an individual policy document in your name confirming this.

# The Smart Export Guarantee (SEG)

We will register your installation on the MCS Installation database and send you the MCS Certificate as soon as possible and certainly no later than 10 days after the installation is commissioned.

If you are looking to register for a Smart Export tariff, you will need to send your MCS certificate and any other information that may be required to the licensed electricity supplier with whom you have contracted for their Smart Export tariff. You can read more information about the SEG from Ofgem, the energy regulator, here:

 $\underline{https://www.ofgem.gov.uk/environmental-programmes/smart-export-guarantee-seg/about-smart-guarantee-seg/about-smart-export-guarantee-seg/about-smart-export-guarantee-seg/about-smart-export-guarantee-seg/about-smart-export-guarantee-seg/about-smart-export-guarantee-seg/about-smart-export-guarantee-seg/about-smart-export-guarantee-seg/about-smart-guarantee-seg/about-smart-export-guarantee-seg/about-smart-export-guarantee-seg/about-smart-export-guarantee-seg/about-smart-export-guarantee-seg/about-smart-export-guarantee-seg/about-smart-guarantee-seg/about-smart-export-guarantee-seg/about-smart-export-guarantee-seg/about-smart-export-guarantee-seg/about-smart-export-guarantee-seg/about-smart-export-guarantee-seg/about-smart-export-guarantee-seg/about-smart-export-guarantee-seg/about-smart-guarantee-seg/about-smart-export-guarantee-seg/about-smart-export-guarantee-seg/about-smart-export-guarantee-seg/about-smart-export-guarantee-seg/about-smart-export-guarantee-seg/about-smart-g$ 

Ofgem's guidance for generators like you, is available at:

https://www.ofgem.gov.uk/environmental-programmes/smart-export-guarantee-seg/generators

The Solar Trade Association has a list of SEG tariffs currently on offer here: <a href="https://www.solar-trade.org.uk/seg/">https://www.solar-trade.org.uk/seg/</a>

Infinity Renewables Group cannot be held responsible for any installations carried out where planning permission was required but not obtained and we cannot offer refunds in such cases.



Infinity Renewables Group Ltd t/a Infinity Renewables Group Pinnacle, Station Way, Crawley, West Sussex, RH10 1JH

Customer Details				
First Name	Andy	Address Line 1	Rock House	
Last Name	Ferguson	Address Line 2	Mill Lane	
Telephone	07855 520 169	Address Line 3		
Mobile		Town	Hambrook	
E-mail	andyferg@btinternet.com	County	Bristol	
MPAN Number	2200017517500	Post Code	BS16 1SA	
Survey Date	Wed 6th Mar 2024	Installation Date	Fri 28th Jun 2024	
Survey By	Tom Carney	Survey ID	7572	

Installation Items			
Panel Quantity	10	Battery Storage	DC-LARGE10-25 PANELS - 11.5kWh
Panel Price	£5,484.00	Battery Storage Price	£4,370.00
Panel Brand	Exiom (425) Solar Panel	Battery Extras	1 x Ark Battery Base - ZA0150 1 x Stickers - Battery - ZA0052 5 x Ark 2.5L-A1 Battery (LOW) - ZB0030 1 x Ark 2.5L-A1 Cable (LOW) - ZB0055
Inverter	Growatt SPH3000	Mounting	Fastensol Concrete
Inverter Location	Loft		
Scaffolding over obstruction, conservatory, porch, etc.		Quantity: 1	<b>Total:</b> £300.00
Optimisers Whole System		Quantity: 10	<b>Total:</b> £500.00

# **Proposed Cable Run**

25mm Flexible Black Conduit to run from loft to front of house above front door

<b>Existing Installation Details</b>	Existing I	Installatio	on Details
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Is there an existing PV installation?

No

Inctal	lation	Extras

Bird Proofing Quantity: 1 Total: £600.00

Garage Boards and Enclosures		
Extra Garage Board 5 Way Board Large (63amp)	Quantity: 1	<b>Total:</b> £150.00

# **Additional Garage Board and Enclosure requirement**

There is a requirement to install our new PV, battery circuit on a 'SPD' a surge protection device to protect the Newly installed asset.

This means a garage board (extra small consumer unit) is needed if any of these are not met: - There is no SPD present in the current consumer unit - Our solar or battery circuit cannot be installed on the same RCD as other circuits (an RCD is needed unless the install cables are visible and surface mounted in a garage for example. - We also can no longer place our new garage board in the customer's Meter Box as the DNO places restrictions on what can be installed here.

The NICEIC, our electrical regulator, do not want anything installed in the customer's meter box.

This means almost every installation will need an additional garage board, there is two possible types:

- Type 1: When PV/Battery is installed Garage board size W: 306mm, H: 259mm, D: 113mm Outdoor enclosure size - W: 300 H: 400 D: 200
- Type 2: When any of the above is installed with an EV charger Garage board size -W: 259 x H: 162 x D: 113 Outdoor enclosure size W: 400 H: 300 D: 170

Is there an SPD present?	No
Does the installation need RCD protection?	No
Is the current meter internal?	Yes
Is there space for the new garage board installation?	Yes

# **Installation Notes**

10 Panels in ridge. Battery in Loft. Grade 2 Listed. Planning Permission Pending. Additional:

- Bird Proofing

### **Installation Totals**

Predicted Annual Output	4,127kWh
Total Net.	£11,404.00
Total VAT at 0.00%	£0.00
Total inc VAT	£11,404.00
Less Solar Together Deposit	£150.00

## Payable on commissioning: £11,254.00

We can accept payment by Debit Card or by Bank Transfer; payment can also be made by telephone. The final balance is due upon installation and commissioning.

#### **Bank Details**

Payee Name:	Infinity Renewables Group Ltd
Accounts Number:	24488534
Sort Code:	090129

## **Please Note:**

- 1. This quote has been prepared following a site visit.
- 2. If you request changes that involve us in additional time or cost, or if unforeseen additional works are required, we will provide you with a revised quote. Any additional charges will be based on the installer's rate of £45 per hour.
- 3. You may have additional costs to pay for planning permission, building control fee and /or a Structural Engineers Survey.
- 4. This quote excludes any unforeseen electrical or structural work required for our installers to complete a compliant installation. Any additional works that are discovered outside of the quote provided will be communicated before work is commenced, and you will be offered the opportunity to cancel your order. A full refund of your deposit will be provided, if one has been paid.
- 5. We enclose a copy of Infinity Renewables Groups terms of business with this quote. Please read this carefully.

# **Accepting This Quotation**

Please sign and return the order form overleaf to <a href="mailto:contracts@infinity-renewables.com">contracts@infinity-renewables.com</a>. Thank you for your order.

We will then contact you to arrange an installation date if we haven't already specified it within the documentation.

Customer Confirmation		
Name	Andy Ferguson	
Signature	Andy Ferguson	
Date	06/03/2024	

By signing this Customer Order Form, you are confirming that the works will be completed as specified, Infinity Renewables Group Ltd will test and commission your Solar PV system, which will be performed in line with the Microgeneration Certification Scheme standards, the manufacturers installation requirements, and ensure safe system operation. Should unexpected works arise, we will liaise with you and determine an acceptable way forward. Any agreement made will be confirmed in writing before commencement.

Title in the goods shall not pass to the customer until they have been paid for in full upon receipt of the final invoice. Warranties will not come into effect until the products and services have been paid for in full.

This contract may act as a variation of a contract for installation, this is the final order form that can be adjusted by you up to 30 days before the installation date. If it is discovered that further modules or products can be fitted upon installation day, this will need to be treated as a new contract to install and will need to be quoted accordingly.

Upon acceptance of this install agreement, if you have registered through Solar Together you are also accepting the scheme set pricing if the quantity of products i.e., solar panels need to be changed upon installation day, this means for example 10 panels becomes 8 panels due to site specifics then the contract and invoice will be adjusted as per the set scheme pricing. If there are changes to the contract this will need to be agreed via a variation to contract and signed by all parties.

As every system has smart Wi-Fi access, it is important to ensure that a suitable Wi-Fi network is available and accessible (passwords available) at the inverter installation location. We cannot be held responsible for a poor Wi-Fi signal at the install location. If this is not the case, then the Infinity may

leave behind an instruction manual and/or remote telephone support for the customer and will have no responsibility for completing the connection with the monitoring system.

All products and installers must be MCS certified for you to qualify for the Smart Export Guarantee scheme.

Our proposed system qualifies for SEG payments. You will be responsible to apply and complete the necessary applications to your chosen energy provider in order to receive the SEG.

By signing you are confirming your order of the system detailed on the Order Confirmation Form. Please retain the quotation for your records.

We/I confirm the order for the products and installation services specified.

We/I agree to the total cost and payment terms set out above.

We/I have read and agree to abide by the Terms and Conditions of the Contract provided.

# **Cancellation Period and your right to cancel**

You have the right to cancel this contract during the 'cancellation period' without giving any reason.

Your cancellation period - the time you have to change your mind and cancel the contract without any penalty - starts when you sign the contract and ends 14 days after all of the goods relating to the contract have been delivered to you.

To exercise the right to cancel, you must inform us Infinity Renewables Group, 3rd Floor, The Pinnacle, Station Way, Crawley RH10 1JH, 08000 868 068 or contracts@infinity-renewables.com of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail). You may use the attached model cancellation form, but it is not obligatory.

If you cancel within the cancellation period, we will return any deposit you may have paid in full. If you cancel after this time, we may have to charge you, based on the actual costs we have incurred by the time you cancel.

# Effects of cancellation within the cancellation period

If you cancel this contract within the cancellation period we will reimburse to you all payments received from you. If you cancel this contract within the cancellation period but after delivery of some or all of the goods, then we will reimburse to you all payments for delivery charges unless you specifically requested an enhanced delivery costing more than our normal service. In which case we will only reimburse the price of our normal delivery charges.

If you cancel this contract within the cancellation period but after delivery of some or all of the goods then:

You may have to bear some or all of the cost of returning the goods. The cost is estimated at a maximum of approximately £1,500.00.

We will make the reimbursement without undue delay, and not later than:

- 14 days after the day we receive back from you any goods supplied; or
- if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

# Starting the installation before the end of the cancellation period

We do not normally start any work until the end of your cancellation period, that is 14 days after the last part of the goods relating to the contract is delivered to you. If you want us to start work sooner for any reason, please be aware that you must ask for this in writing and you should describe why you need the work to start within the cancellation period.

Should you later decide to cancel the contract within your 14 day cancellation period, then you will have to pay reasonable charges for goods and services supplied up to the date that you cancel and for making good your property.

Company Reg: 11154487 | Website: http://www.infinity-renewables.com | Telephone: 0800 086

Email: info@infinity-renewables.com The Pinnacle, Station Way, Crawley, West Sussex, RH10 1JH - Financial Conduct Authority FRN922824.

VAT No 288077067 | MCS00070740 | NIC3109158/ NIC00070740 | REC00070740

## **Predicted System Performance for Solar PV Installations**

The UK Microgeneration Certification Scheme (MCS) requires all certified companies to give an assessment of solar PV system performance based on the standard MCS procedure in Microgeneration Installation Standard MIS3002, Issue 3.5 and Issue 4.0 from 16 March 2021.

**Important Note:** 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. This estimate is based upon the standard MCS procedure and is given as guidance only. It should not be considered as a guarantee of performance.

The Solar PV self-consumption has been calculated in accordance with the most relevant methodology for your system. There are a number of external factors that can have a significant effect on the amount of energy that is self-consumed so this figure should not be considered as a guarantee of the amount of energy that will be self-consumed.

To calculate your system power production we take:

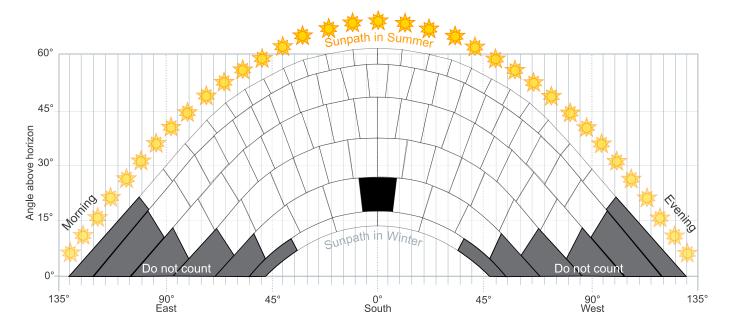
- the size of your system (in kWp)
- how much solar radiation the system is estimated to get (the 'solar radiation input factor' or Kk for short). We use official tables to estimate this which take into account your postcode region, the inclination (or tilt) of your roof and its orientation (which direction it faces)
- how much shading there is on the system (the 'shade factor' or SF), such as from surrounding trees, chimneys, shadow from nearby buildings). If there is no shading, the SF equals 1. If SF is < 1.0 we have estimated this using the sunpath diagram enclosed.

In addition, we estimate the proportion of this output that you can be expected to consume on-site ('self-consumption') in the first year in kWh. In accordance with MCS guidance, this estimate is based on your estimated annual use of electricity and also on your household's pattern of being at home or not during the day in comparison with certain 'archetypes'. You have told us that your household's 'occupancy' is closest to the following 'archetype': Home half day.

The calculation we do is:

kWp (size of system) x Kk (solar radiation input factor) x SF (shade factor)

# **Calculations - Roof 1**



Shade Factor: 0.99Output Reduction: 1%

A. Installation data - Roof 1		
Installed capacity of PV system - kWp (stc)	4.25	kWp
Orientation of the PV system - degrees from South	5	0
Inclination of system - degrees from horizontal	40	o
Postcode region	5E	

B. Performance calculations - Roof 1			
kWh/kWp (Kk)	971	kWh/kWp	
Shading (SP)	0		
Estimated output (kWp x Kk x SP)	4,127	kWh	

# **Performance Summary**

A. Installation data			
Installed capacity of PV system - kWp (stc)	4.25	kWp	
Orientation of the PV system - degrees from South	See individual roofs		
Inclination of system - degrees from horizontal	See individual roofs		
Postcode region	5E		

B. Performance calculations		
kWh/kWp (Kk)	See individual inputs	
Shading (SP)	See individual inputs	
Estimated output	4,127	kWh

C. Estimated PV self-consumption - PV Only		
Assumed occupancy archetype	Home half day	
Assumed annual electricity consumption, kWh	4,500	kWh
Assumed annual electricity generation from solar PV system, kWh	4,127	kWh
Expected solar PV self-consumption (PV Only)	1,073	kWh
Grid electricity independence / Self-sufficiency (PV Only)	24	%

D. Estimated PV self-consumption - with EESS		
Assumed usable capacity of electrical energy storage device, which is used for self-consumption, kWh	11.5	kWh
Expected solar PV self-consumption (with EESS)	3,137	kWh
Grid electricity independence / Self-sufficiency (with EESS)	70	%

# Your system is predicted to produce 4,127 kWh.

### **Disclaimers**

- 1. Shading will be present on your system that will reduce its output to the factor stated. This factor was calculated using the MCS shading methodology and we believe that this will yield results within 10% of the actual annual energy estimate for most systems.
- 2. This system performance calculation has been undertaken using estimated values for array orientation, inclination or shading. Actual performance may be significantly lower or higher if the characteristics of the installed system vary from the estimated values.
- 3. If we have had to estimate or take remotely any of the factors that affect this estimate, we will carry out a full site survey before installation commences. If this survey results in a lower performance estimate than in this quote, then we will issue you with a new quotation and you will have a new Cancellation Period in line with your Cancellation Rights set out in the contract in which to consider it.

# Getting the most out of your solar PV system

Based on your current bills, your electricity requirement is 4,500 kWh per year. (Compare this to the average medium-use UK household which uses 2,900 kWh of electricity each year, according to latest figures available from energy regulator Ofgem.) You will be able to meet some of this requirement in daylight hours with the electricity generated by your solar PV system. The more you can use electricity in the daytime, when the system is generating, the more you can save on the electricity you need to buy (or 'import') from your electricity company.

Even if you are not at home during most of the day, you could put your appliances (such as washing machines and dishwashers) on timers to run during daylight hours. The average washing machine runs through hundreds of cycles a year and a typical 7kg machine will cost typically between £25 – £35 a year to run (source: Energy Saving Trust). So you could save that just by doing your washing in daylight hours. Running other appliances when the solar PV is generating will also save you money.

# **Smart Export Guarantee**

If you **use** some of the electricity that your panels generate in daylight hours, you will **save** on your electricity bill because you will be able to use less electricity from your electricity supplier (see 'Getting the most out of your PV system', above)

You may also be able to get paid for any electricity that your system generates that you do **not** use in your home but instead feed in or 'export' to the electricity grid. Under the Smart Export Guarantee (SEG) scheme, certain energy suppliers must offer to pay you for this exported electricity. The SEG is a payment from your chosen provider for the kilowatt hours (kWh) of electricity that your Solar PV system generates but which you don't use or store in your home and which is instead fed back (or 'exported') into the electricity grid. Your export meter will measure how many kWh you export and the electricity supplier you sign up with will pay you for this export at the rate per kWh you and the supplier agree. They may ask you to provide an MCS certificate to prove your installation meets the required standard for you to receive the SEG.

For more information about the SEG from Ofgem, the energy regulator, see: https://www.ofgem.gov.uk/environmental-programmes/smart-export-guarantee-seg/about-smart-export-guarantee-seg

For Ofgem's guidance for generators like you, see:

https://www.ofgem.gov.uk/environmental-programmes/smart-export-guarantee-seg/generators

The Solar Trade Association has a list of SEG tariffs currently on offer here: <a href="https://www.solar-trade.org.uk/seg/">https://www.solar-trade.org.uk/seg/</a>

Benefits	
Installed system size	4.25 kWp
Estimated annual system output using standard MCS procedure	4,127 kWh

**Electricity savings:** i.e. what you will save by using the electricity generated by your PV system rather than paying to import those kWh from the electricity grid at your current electricity tariff. We

estimate this to be:

3137 kWh x Customer Energy Price @ 30.00 pence = £941.10

Your savings from using some of the electricity generated will increase if electricity prices rise.

Smart Export Guarantee: to estimate your potential income from the SEG, compare:

- A. our estimate of how much your system will produce and
- B. how much of that estimated output will be self-consumption ie how many kWh it is estimated you will consume in your home.
- C. Subtract B from A to give the kWh available for export
- D. Multiply C (the kWh available for export) x the SEG tariff offered by your chosen supplier per kWh.

For example, if your system is estimated to produce 3000kWh (A) and your self-consumption is estimated to be half of this or 1500kWh (B), then there will be 1500kWh (A – B) for export.

#### More information

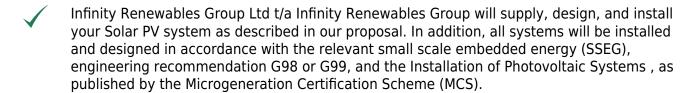
The Energy Saving Trust's website has lots of useful information. Check out <a href="https://energysavingtrust.org.uk/energy-at-home/generating-renewable-energy/">https://energysavingtrust.org.uk/energy-at-home/generating-renewable-energy/</a>

# **Getting more information:**

More information about renewable energy and its benefits can be found by visiting the Energy Saving Trust website: <a href="https://www.energysavingtrust.org.uk">www.energysavingtrust.org.uk</a>

This proposal is prepared in accordance with the HIES and more information can be located by visiting HIES website: <a href="www.hiesscheme.org.uk/">www.hiesscheme.org.uk/</a> or by reading the enclosed leaflet.

# Summary of goods & works provided:



- Unless we have otherwise indicated, our proposal includes provision of the following; Access equipment, installation of Solar PV mounting system, all electrical and cabling connections, installation of all required components to the manufacture specifications.
- We will liaise with your local District Network Operator, issue your MCS certificate of conformity, and notify your local building control office of conformity under Part P.
- We will use protective coverings whilst working within your property a nd remove all waste packaging at the end of the installation.

# **Planning Permission Confirmation:**

You may have additional costs to pay for planning permission, building control fee and /or a Structural Engineers Survey. By signing this Customer Order Form, you are confirming that you have received Planning Permission or a Building Warrant for the proposed installation or ascertained that these are not required. We cannot be held responsible for any installations where Planning Permission or a Building Warrant was required but not obtained, and no refunds will be offered.

# **Structural integrity & insurance:**

Unless otherwise stated, we believe that the structure is suitable for the installation of Solar PV. The responsibility to obtain an independent structural survey or opinion is Infinity Renewables Group Ltd t/a Infinity Renewables Group.

We recommend that you inform your building insurers of the proposed installation of Solar PV. Your insurer may, in some instances, require an additional premium.



Infinity Renewables Group Ltd t/a Infinity Renewables Group has insurance to cover and mitigate any third party losses and/or damage which may be caused by any of our activities involving the supply and installation of your Solar PV system. A copy of our insurance certificate is available on request.

# **Workmanship Guarantee:**



We guarantee that the installation will be carried out using a level of reasonable care and skill. The guarantee period for the installation services shall be 2 years from completion of the installation services.



If you make a valid claim about our service in accordance with our terms and conditions, we may arrange for the relevant products to be reinstalled by any of our registered or approved installers or refund you the charge for the relevant part of the installation service (or a proportionate part of such charge).



This Workmanship Guarantee will only apply:

- If the product has been installed by us and has been properly used and maintained throughout the guarantee period
- If you have informed us of the alleged defect within the guarantee period and within a reasonable period of discovery



You will promptly provide all information and support including access to site and services that are reasonably necessary to enable us to evaluate any alleged defect and to perform its obligations under this guarantee.



Where we have installed a system in a property that is sold within the guarantee period the guarantee will pass to the new legal owner of the property. It may not be transferred to or exercised by any third party.



This guarantee is governed by English law and the English courts or by the law and the courts governing where your property is if this is outside England or Wales.



Most products supplied by us come with the benefit of a manufacturer's product guarantee. Where a claim in respect of any of the products is notified to us by you in accordance with our terms and conditions, we will liaise with the manufacturer and use all reasonable endeavours to secure a replacement of the product (or the part in question), or a refund of the price of the product (or a proportionate part of the price). This guarantee does not replace or limit your legal rights to bring a claim against us as the retailer of the goods supplied.

# System commissioning & handover:



Infinity Renewables Group Ltd t/a Infinity Renewables Group will test and commission your Solar PV system, which will be performed in line with the Microgeneration Certification Scheme standards , the manufacturers installation requirements, and ensure safe system operation.



Following the testing and commissioning of the system, a detailed operating manual will be provided to you.



We enclose a copy of Infinity Renewables Group's terms of business/contract with this quote. Please read this carefully.

# **Complaints Procedure for Infinity Renewables Group Ltd.**

# **Our Policy:**

- All our staff are aware of our complaints procedure and know what to do if a complaint is received.
- If you have a complaint regarding a member of staff or the products and services we have provided, we want to know about it and will endeavour to resolve as quickly as possible.
- We aim to investigate all complaints fairly, efficiently and in a reasonable timeframe. All complaints will be handled in a consistent manner.
- Complaints will be treated sensitively, confidentially and in accordance with the HIES Scheme Rules and Code of Practice, which is the Consumer Code we adhere to (You will have received a copy of these with your contract) and in line with the General Data Protection Regulation (GDPR).
- We aim to resolve complaints effectively and will ask whether you are satisfied with the resolution and if your complaint was handled fairly and appropriately.
- We view complaints as positive feedback and, where appropriate, will act constructively to avoid a recurrence. Complaints are reviewed regularly to identify trends, which we may need to investigate further.
- Complaints can be made verbally (by telephone or in person) and by email or letter.
- When we receive a complaint Jake Heys will record it in the complaints log.
- Your complaint will be delegated to a suitable member of staff for investigation. They will acknowledge in writing within 3 working days of receipt, confirming who they are and when you can expect a further response.
- We endeavour to complete investigations and reach a satisfactory resolution within two weeks of receipt. In the unlikely event that the investigation takes longer, we will send you a progress report with an anticipated date for a final response, not more than 2 weeks later.
- The final response will contain details of actions taken during the investigation, the findings and resolution.
- If at any time you are not satisfied with how we are handling your complaint, you may refer your case to HIES, to request mediation, by telephoning 0344 324 5242 or alternatively, via the HIES website <a href="https://www.hiesscheme.org.uk/">https://www.hiesscheme.org.uk/</a>

- If all avenues have been exhausted and you remain unhappy, you can refer your case to The Ombudsman, who is entirely independent.
- The implementation of this policy and overall responsibility lies with senior management, who will review on a regular basis and update if necessary.

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Adopted on <u>10th November 2023</u>

Last reviewed <u>10th November 2023</u>
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# How to make a complaint

### Stage 1.

We aim to resolve complaints as quickly as possible and believe that, in most cases, complaints can be resolved informally. As such please contact us as soon as possible if you have a grievance. If you contact us by telephone or in person, make a note of the person you have spoken to. Make a note of any resolution offered immediately and whether you are satisfied with the outcome. If you are not happy with the resolution offered, you may take the complaint to the formal stage.

### Stage 2.

Record your complaint in writing and send to Infinity Renewables Group Ltd. 3rd Floor, The Pinnacle, Station Way, Crawley, RH10 1JH. You will receive an acknowledgment within 3 working days of receipt of your written complaint. Please include your telephone number and email address. We may contact you by telephone to ensure that we have understood your complaint properly. Your complaint will be recorded in our complaints' log and assigned for investigation. You will receive a detailed response within 14 working days of receipt of your complaint, unless the investigation takes longer, which may involve a site visit. In which case you will receive a progress report and an expected date for when you will receive a final reply. This will be no longer than 14 working days later.

#### Stage 3.

In the event of an unresolvable issue, You can refer Your case to Our nominated alternative dispute resolution provider through HIES. HIES can be contacted at Centurion House, Leyland Business Park, Centurion Way, Farington, Leyland, England, PR25 3GR or info@hiesscheme.org.uk We agree, in the event of a dispute, we will exclusively attempt to resolve the dispute through using HIES's alternative dispute resolution services.

# Model Form of Letter Of Authority - For the purpose of your Distribution Network Application

To whom it may concern,

Re: Rock House, Mill Lane, Hambrook, Bristol, BS16 1SA grid application.

I/We Andy Ferguson, confirm that we are the legal and registered owner/occupier of the land situated at the above address. Our property is outlined in red on the enclosed plan, which is attached to the Distribution Network Application.

I/We would like to confirm that we have appointed Infinity Renewables Group Ltd as the developer of the Solar PV on our land and hereby grant permission for them or any consultant that they may authorise to seek and apply for a grid connection on our land for the purpose of connecting a confirm type of technology project to the local electricity distribution network.

Signed Name:		
Date:		

# **Express Request for Work to Commence**

By signing and returning this document you are providing your agreement in writing to enable us to commence work within the cancellation period which starts when the customer signs the contract and ends 14-days after all of the goods relating to the contract are delivered to the customer's home.

**Please note:** if you consent for work to begin within the cancellation period and you later exercise your right to cancel you will be liable for the cost of work performed up to the point of cancellation. You will also lose the right to cancel the contract within the cancellation period when the installation is completely finished. When this occurs the company can charge the full contract price.

To: Infinity Renewables Group Ltd., 3rd Floor, The Pinnacle, Station Way, Crawley RH10 1JH

I/We understand that signing this document does not affect my/our right to cancel the contract in the cancellation period which starts when I/we sign the contract and ends 14-days after all of the goods relating to the contract are delivered to my/our home.

I/We hereby give express consent for Infinity Renewables Group Ltd to commence work on the agreed installation date.

Name	Andy Ferguson
Address	Rock House , Mill Lane , Hambrook , Bristol, BS16 1SA
Signature	
Date	

# **Cancelling this Contract**

Please see the information about your right to cancel this contract in our quotation.

If you do want to cancel your contract, you must let us know in a clear statement (e.g., a letter sent by post, fax, or e-mail). You may use the cancellation form below to do this, but you do not have to use it.

# **Cancellation Form**

To: Infinity Renewables Pinnacle Station Way Crawley West Sussex RH10 1JH	Group Ltd t/a Infinity Renewables Group	
/We	hereby give notice that I/We _	cancel my/our
contract of sale of th	ne following goods	/ for the supply of the following service
	, Ordered on	_ / received on

Name	Andy Ferguson	
Address	Rock House , Mill Lane , Hambrook , Bristol, BS16 1SA	
Signature		
Date		

# Model Terms & Conditions B - Contracts Made in The Consumer's Home Or Away From Trade Premises

### Interpretation

1. These are the Terms, which together with the Order comprise the Contract. Within these Terms, the following definitions shall apply to the defined words and expressions, unless the context requires otherwise:

Commencement Date: means the date on which both parties agree the Order in accordance with clause 4 and at which point the Contract is formed.

Contract: means the legally binding contract between You and Us comprising of these Terms and the Order which comes into force on the Commencement Date and on which We shall supply Goods and Services to You.

CRA: means the Consumer Rights Act 2015.

Delivery Date: means the estimated date that We aim to deliver the Goods and commence Your installation or as varied from time to time in accordance with these Terms.

HIES: means the Home Insulation and Energy Systems Quality Assured Contractors Scheme (a division of the Integrity Foundation (reg. no. 07972075) and which has prepared the Model Terms & Conditions which forms the basis of these Terms.

Emergency Works: means any work required by You to be carried out in an emergency, such as where Your property has been damaged by a storm, is not watertight, or the health and safety of You or Your family is at risk.

Goods: means the items specified in the Order that We have agreed to supply to You.

Installation Plan: means the plan which We will produce to explain what is going to happen, any health and safety issues that You need to be aware of, advise You about any preparations that You may need to make (such as moving furniture or valuables or clearing space), the arrangements for access to Your property by the installation team, any special instructions to protect Your children or pets and what We will be doing with waste and materials that We need to take away.

Marketing Materials: means brochures, drawings, illustrations, literature, samples or other such marketing materials.

Order: means the detailed description of the Goods and Services that You require Us to supply to You and any documents referred to therein.

Order Confirmation: means the action by Us, in writing, of accepting the Order.

Preparatory Work: means any work that We are contracted to do prior to installation of the Goods.

Price: means the total amount that You are contracted to pay to Us for the Goods and Services as shown on the Order.

Services: means the delivery, installation and professional services specified in the Order that

We have agreed to provide to You.

We, Us, Our: means Infinity Renewables Group Ltd., a private limited company registered in England with the Registered Number 11154487 whose registered/trading address is 3rd Floor, The Pinnacle, Station Way, Crawley, RH10 1JH.

You, Your: means the person(s) whose details are set out in the Order.

- 2. You should read these Terms carefully and check that the information shown in the Order is correct. We intend to rely on these Terms, so if You require any changes to them, please ask for the change to be confirmed in writing and prior to the Contract being formed.
- 3. Your statutory rights as a consumer are set out in legislation and nothing in this Contract, or any of Our Marketing Materials shall affect any of Your statutory rights.

#### Commencement

4. To signify acceptance of the Order and the Terms and to form the Contract, the Order shall be signed by both parties.

## Information we are Required to Give you

- 5. The price of the goods and a breakdown, where appropriate, of how that price has been reached, including:
- Delivery charges (if any)
- VAT charges (and how you may deal with changes in vat rates)
- Any statutory fees (such as planning consent fees) and who pays them
- Any charges for credit
- Any other costed items and whether optional or mandatory
- 6. if you have given the customer any special offer, inducement, or incentive as part of the deal, you must include that on the order and explain in your terms any terms and conditions associated with that deal
- 7. add information on the availability of price and linked goods and services, such as routine servicing and phone helplines

#### **Specification of Goods**

- 8. The Goods are described in the Order.
- 9. We may have shown You Marketing Materials to provide You with an approximate idea of the goods, layout or positioning that they describe. Although we have made every effort to display the Goods correctly, they may vary slightly from the colour or composition shown. All specifications are approximate only and are subject to normal margins of tolerance for the materials and installation in question.
- 10. We have taken measurements for your Goods to enable Us to order the right materials to

complete your order. It may be necessary for us to carry out a survey to verify our measurements and to develop an Installation Plan (see Preparatory Work).

#### **Performance Calculations**

- 11. We have estimated the energy performance calculations and provided these with Your quotation. Our standard calculations are based on standard calculations approved for use by the microgeneration certification scheme. Where We have referred to energy inflation or other statistical information, We have used information publicly available from the Office for National Statistics.
- 12. The performance of energy systems is impossible to predict with certainty due to the variability in fuels and energy sources, climatic variations, local obstructions or environmental conditions and differences from location to location. The estimates provided in this contract are for guidance only and must not be considered as a guarantee of performance.

# **Preparatory or Emergency Work**

- 13. We will commence work on preparing the Goods for delivery and developing an Installation Plan from the Commencement Date. We may, at Our discretion, wait until Your right to change Your mind elapses (see Rights to Change Your Mind).
- 14. Our preparatory work may include a survey of Your property, assessment for an Energy Performance Certificate (EPC) or any other preparatory matter. Our fees and charges for preparatory work are clearly shown on the Order. By placing the Order, You give Us permission to go ahead with any Preparatory Work specified in the Order. If You change Your mind and cancel the Contract after commencement of these Preparatory Works, You will be charged a reasonable proportion of the fees shown for them on the Order.
- 15. If You have requested Emergency Works, this will be clearly shown on the Order and You shall be deemed to have given Us permission to commence with these Emergency Works straight away. In this case We may take temporary action to make Your property safe, secure and watertight, before completing a full repair or replacement as set out in the Order You understand that this means You cannot change Your mind and cancel the Contract in respect of those Emergency Works.

#### **Variations**

- 16. We may need to make minor changes to the Goods specified on the Order if there is a change in laws, regulatory or technical requirements or improvements. These changes will not adversely affect the use or nature of the Goods.
- 17. You may ask Us to make changes to the specification of the Goods in advance of delivery. We will then advise You if Your requested change is possible and any consequences of that, including to the Price, the Delivery Date or anything else. Any agreed change will be confirmed by Us in writing.
- 18. During Our Preparatory Work (perhaps as a result of a survey or as a result of Your EPC assessment), it may be necessary to make more substantial changes to the Order. We will discuss these with You to determine if the change is possible and any consequences of that, including the Price, the Delivery Date or anything else. If significant changes are required, We

will place the Contract on hold for up to 14 days to enable You to consider whether or not You wish to proceed. At the end of 14 days, if no agreement on changes is reached, the Contract will be terminated. You will receive a refund of any deposit paid within a further 14 days less, at Our discretion, any fees and charges due for the Preparatory Work completed so far. Any agreed change will be confirmed by Us in writing.

# **Changing Your Mind**

- 19. You have the right to change your mind and cancel this Contract within 14 days from the date of completion of Your installation without giving any reason. This does not apply to the extent that the Contract includes Emergency Works.
- 20. To change Your mind and cancel the Contract in accordance with the above clause You should tell Us as quickly as possible and confirm this in writing. We have supplied a tear off slip below which You can use, but You do not need to. You can notify Us by any means (see Contact Us).
- 21. You should think carefully about the consequences of cancelling the Contract at different stages. However, you may change Your mind and cancel the Contract from the Commencement Date to 14 days after the date of completion of Your installation. This is over and above Your statutory rights.
- 22. If no Goods have been provided or Services carried out (including any Preparatory Work), You may change your mind and cancel the Contract, in which case You will receive a full refund of any monies paid within a further 14 days.
- 23. If We have commenced with the provision of the Services (including any Preparatory Work) on the Contract, You may change Your mind and cancel the Contract, however We may charge You reasonable fees, provided:
  - it is a reasonable reflection of the value of the work that has been carried out; and
  - You gave us permission (by agreeing to this Contract) to proceed within the cancellation period.
- 24. If We have completed (or partially completed an installation) You should think carefully about the consequences of cancelling the Contract at this stage. We will return to Your property to remove the Goods and You must allow Us to do so. You should plan carefully for this. We will carefully remove the Goods and leave Your property safe, secure and watertight. It is likely to be impossible to refit Your old goods back into the property and We are under no obligation to do so. However, We will ensure that any gas or water pipes are safely capped off and Your property boarded up or sealed so that it is temporarily protected from bad weather. We will charge You reasonable fees for the work done so far and the reduced value of the Goods. If the work has been completed, this could mean that you could be charged a significant proportion of the agreed price.

# **Delivery and Installation**

- 25. Any additional delivery or installation costs will be shown on the Order (or any agreed variation to it), otherwise Your delivery and installation costs are included in the Price.
- 26. We aim to complete the delivery and installation on or about the Delivery Date, but We will liaise with You over any reasonable changes to that. For the avoidance of doubt time is not of

the essence in respect of the Delivery Date.

- 27. If a change or delay is caused by something that is within Our reasonable control, We will notify You as soon as reasonably possible and agree with You an alternate Delivery Date. We will take steps to minimise the delay and, if the delay lasts for more than 60 days from the original Delivery Date (unless You have asked for a longer period), We will allow You to cancel the Contract. You will receive a refund of any deposit paid within a further 14 days less, at Our discretion, any fees and charges due for the Preparatory Work completed so far.
- 28. If a change or delay is caused by something that is not within Our reasonable control (see Events Outside Our Control), We will notify You as soon as reasonably possible and the change or delay and the reasons for it. We will take steps to minimise the delay, but We may, if necessary, suspend the performance of the Contract until that event is over and the matter back within Our reasonable control.
- 29. We will prepare for You an Installation Plan. You will be asked to sign a copy of Your Installation Plan and this will be giving Your consent for Us to proceed with the delivery and installation of the Goods.
- 30. Each installation is different and the specific requirements for Your installation will be set out in Your Installation Plan, but generally:
  - You permit Us (Our installation team and contractors) safe access to, around and egress from the installation site at all reasonable times and, unless otherwise stated in Your Installation Plan and agreed by You, between the hours of 08:00 and 18:00.
  - You agree to have relocated any television systems at or near to the energy systems installation.
  - You agree to provide Us (Our installation team and contractors) with access to a toilet, hot and cold running water and reasonable use of Your power supply whilst on site.
- 31. We will ensure that there is adequate sheeting, protective covering and barriers to prevent unnecessary damage to Your home. This includes for the prevention, as far as is reasonably practicable, of the spread of dust or rubble.
- 32. The customer will be responsible for the removal of waste.
- 33. It is possible that a problem with Your property will become apparent during the course of the installation. This could include structural defects, underground obstructions, presence of asbestos or hidden cabling. We will draw this to Your attention as soon as possible and agree with You a plan to resolve the problem, if possible, which may involve You bringing in other contractors which will be at Your expense or additional costs to Your planned works.

### **Permission and Approvals**

- 34. You are responsible for gaining any necessary approvals including but not limited to any planning permissions, building regulations, local authority permits and approvals, landlord approval or deed of covenant. By permitting Us to provide the Goods and carry out the Services You warrant to Us that this has been done.
- 35. We are responsible for the registration of Your installation with HIES.

# **Obtaining Ownership of the Goods**

- 36. You take responsibility for the risk of damage or loss to the Goods from the date that We complete the Services.
- 37. You obtain title (ownership) of the Goods when We receive payment of the Price in full without any set-offer or counterclaim or a properly executed finance agreement is in place with a finance provider who will pay Us for the Goods and Services on Your behalf. However, in the event that You enter into a finance agreement please be aware that there may be terms governing title (ownership) as between You and the finance provider.

#### **Insurers**

38. It is the customers responsibility to notify the customers household buildings or content insurers, should such be required. of any change to the property bought about by the works and in so far as the same Is Insurable to ensure appropriate insurance cover is affected. The customer is strongly recommended to check the insurance policy. schedule and terms and conditions to see if such notification Is required and if there is any doubt the customer should notify the insurers in writing of the proposed works before such works commence.

# **Payment Terms**

- 39. The full Price is shown clearly on the Order. We may amend the Price, by agreement with You, following a survey or any other additional matters that arise in the course of delivering the Services.
- 40. You will pay for the Goods and Services as follows:

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<?php if ( false ) : ?>
```

• You will pay Us a guarantee of up to 25% of the Price, on receipt of the Order Confirmation

# NOTE: HIES will not cover deposits or advance payments in excess of 25% of the contract value or more than £5,000.

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<?php endif; ?>
```

- Once the Goods have been manufactured, they will be assigned to You. On completion of the installation, You will pay the balance of any sums due on the day of completion.
- 41. We accept payment by bank transfer, debit card.
- 42. The non-payment of any payments due by the relevant due date, may incur additional charges. We may levy interest at a rate of up to 8% above the base rate of the Bank of England. Any interest due will be calculated and added to Your bill and accrue from the date on which payment was due to the date of payment whether before or after any judgment. We may also add any legal, debt recovery or processing fees to the amount due.

#### **Defective Goods or Service**

43. We make every effort to supply and fit Goods to Your complete satisfaction. However, if You have a concern or complaint about the Goods or Service, please let Us know as soon as possible (See Contact Us).

- 44. If You do identify a fault or problem with the Goods, You agree to give Us a chance to put things right. We will investigate the fault, which may include coming back to Your property if necessary. You agree to cooperate with Us to enable Us access to Your property and to resolve Your complaint.
- 45. We do not accept liability for the following faults with Your installation:
  - any damage caused by You following the completion of installation,
  - any damage caused by You, or anyone acting for You, in attempting to repair the fault without Our consent,
  - any damage caused by fair wear and tear of the Goods.
- 46. If Your product is made from wood, this is a natural product which is subject to imperfections, knots and blemishes. It can also differ in colour and shade. We cannot accept responsibility for such blemishes.
- 47. The installation of Your product could make Your property more thermally and energy efficient. However, a by-product of this can be additional condensation either on the surface of the glass (but not between the panes), the surface of the frames and elsewhere in Your home. This is related to the need for adequate ventilation. We will advise You about how to improve the free flow of air around Your property, which will reduce condensation, but We cannot accept responsibility for problems with condensation.
- 48. The CRA states that if You have a problem with the Services, then You can ask Us to repeat or fix the Services if it's not carried out with reasonable care and skill or get some money back if We can't fix it.
- 49. The CRA states that the Goods must be as described, fit for purpose and of satisfactory quality. If the goods do not meet these requirements:
  - within 30 days then You are entitled to a refund,
  - after 30 days but within 6 months then if We are unable to repair or replace the Goods, then You are entitled to a full refund or
  - after 6 months but within 6 years then if the Goods do not last for a reasonable period of time, then You may be entitled to some money back.
- 50. If You reject the Goods and seek a full refund, We will return to Your property to remove the Goods and You must allow Us to do so. You should plan carefully for this. We will carefully remove the Goods and leave Your property safe, secure and watertight. It is likely to be impossible to refit Your old goods back into the property and We are under no obligation to do so. However, We will ensure that any gas or water pipes are safely capped off and Your property boarded up or sealed so that it is temporarily protected from bad weather.
- 51. The Goods may have a manufacturers guarantee and, if the fault is a manufacturing fault, We will work with the manufacturer to repair or replace the Goods. For convenience, many manufacturers prefer to deal directly with You if it is a manufacturing fault, but We retain primary responsibility for resolving Your concern or complaint.

# **Workmanship Guarantee**

- 52. We are required under the HIES Code of Practice to provide you with a Workmanship Guarantee.
- 53. We guarantee all work will be carried out by installers using reasonable care and skill. They will use a level of reasonable care and skill as it is reasonable for you to expect. The guarantee period for the installation services shall be 2 years from completion of the installation services. Further terms of the Workmanship Guarantee will be provided to you in our your separate workmanship guarantee document.
- 54. The Workmanship Guarantee will be underwritten with an Insurance Backed Guarantee, You will be entitled to claim on this insurance policy should We cease to trade and not be in a position to honour such a guarantee.
- 55. We will ensure that if a property changes ownership there will be no charge to transfer any workmanship guarantee to the new owners of the property.
- 56. We will register the completion date of the Contract with HIES within 7 days of completion in order that an Insurance Backed Guarantee is issued to You to underwrite the workmanship quarantee.

#### **Complaints**

- 57. In the event of a complaint please contact Us as soon as possible (**see Contact Us**).
- 58. A copy of our complaints policy is available upon request.

# **Dispute Resolution**

59. In the event of an unresolvable issue, You can refer Your case to Our nominated alternative dispute resolution provider through HIES, HIES can be contacted at:

HIES,

Address: Centurion House, Leyland Business Park, Centurion Way, Farington, Leyland, PR25 3GR

Telephone: 0330 335 3354

Email: info@hiesscheme.org.uk

- 60. The parties agree that, in the event of a dispute, We will exclusively attempt to resolve the dispute through using HIES's alternative dispute resolution services.
- 61. If we are unable to resolve the dispute through mediation, the complaint can be referred by HIES to The Dispute Resolution Ombudsman, who is entirely independent of HIES.
- 62. This Contract is subject to the applicable laws of England, Wales, Scotland and Northern Ireland and subject to the agreement of the parties to attempt to resolve a dispute through alternative dispute resolution, the courts of England and Wales shall have exclusive jurisdiction to hear any dispute arising from this Contract.
- 63. If any court, ombudsman or any other competent authority decides that any aspect of any term of this Contract is invalid or unenforceable, that aspect of that term shall be severed from the

Contract and shall have no effect on the remainder of the Contract.

# **Limitation of Liability**

64. Either party shall be liable for any death or personal injury caused by its negligence or any negligence of its subcontractors, any fraud or fraudulent misrepresentation committed by it and for any other loss or damage suffered by the other party which is a direct consequence of the relevant party's breach of its obligations under this Contract and whether in contract, tort (including negligence), breach of statutory duty or otherwise. In the event of loss or damage, the party suffering the loss or damage shall be required to take reasonable steps to mitigate the loss or damage.

#### **Events Outside our Control**

- 65. We will not be liable for the consequences of any events that are outside of Our reasonable control and which includes, but is not limited to:
  - Civil commotion, civil war, riot, invasion, armed conflict, terrorist attack or threat of terrorist attack, war or threat or preparation for war,
  - Acts of God, collapse of buildings, fire, explosion, inclement weather, storm, flood, subsidence, drought, epidemic or natural disaster,
  - Impossibility of use of railways, shipping, aircraft, motor transport or other means of public or private transport,
  - Impossibility of use of public or private utility networks or telecommunications,
  - The acts, decrees, legislation, regulations or restrictions of any government, whether national or local or
  - Strikes or labour unrest (other than in relation to Our own employees).
- 66. The obligations of the parties under this Contract are suspended for the period for which such a Specified Event continues and extended for the duration of that period.

### Transfer of Rights and Third Parties

- 67. In the event that Infinity Renewables Group Ltd. ceases to trade and not be in a position to honour Our obligations under this Contract, we may transfer Our rights and obligations under this Contract to a suitably qualified third party of Our choosing. We will tell You in writing if this happens and We will ensure that the transfer will not affect Your rights under this Contract.
- 68. You may not transfer Your rights and obligations under this Contract to any other person without Our consent. Except that, if We are in default of any award made by Our nominated alternative dispute resolution provider You may transfer Your rights to HIES for the purpose of recovering that award from Us.
- 69. This Contract is between You and Us. To the extent permitted by law, no third party has any rights to enforce any of the terms of this Contract.

### **Using Your Personal Information**

70. We will use the personal information You provide to Us in accordance with the Data Protection

Act 2018, General Data Protection Regulations and more specifically to:

- 1. Supply the Goods and Services to You,
- 2. Process any payments that You make for the Goods and Services, including if necessary, conducting credit reference check,
- 3. Register Your installation with any relevant bodies, including your insurance backed guarantee and any competent person scheme,
- 4. Address any concerns or complaints that You have about the Goods and Services, including liaison with HIES or The Dispute Resolution Ombudsman where the law requires Us to share.
- 71. On the Order, We have asked You to indicate whether or not You will allow Us to send You information about Our future Products and Services. We will use Your information in accordance with Your wishes and You may notify us of any changes to those wishes (See Contact Us).

#### **Contact Us**

72. If you need to write to us, you may do so at:

3RD FLOOR THE PINNACLE STATION WAY CRAWLEY RH10 1JH

Email: contracts@infinity-renewables.com

If you need to call us, you may do so by calling: 0800 086 8068