# **Terms & Conditions**

T J FOREVER SOLAR LTD & renewables

Last updated: 19th May 2025

#### 1. Introduction

- 1.1. These Terms & Conditions govern the supply of services by T J Forever Solar Ltd ("we", "us", "our") to you ("Client", "you", "your").
- 1.2. By accepting our proposal, placing an order with us, or otherwise engaging us to perform work, you agree to be bound by these Terms & Conditions.
- 1.3. Any variation to these Terms must be agreed in writing by us.

#### 2. Services

- 2.1. We provide renewable energy services including, but not limited to: solar-panel installations, battery storage systems, wind turbine installations, maintenance and repair services (the "Services").
- 2.2. We will perform the Services in a professional and workmanlike manner, using suitably qualified personnel, and in compliance with applicable laws, regulations and industry standards (e.g., MCS accreditation).
- 2.3. We reserve the right to subcontract any part of the Services.
- 2.4. Unless otherwise agreed in writing, the Services may commence only once you have: accepted our quotation, provided any necessary site surveys, secured any required permissions or consents, and paid any agreed deposit.

## 3. Quotations, Pricing and Payment

- 3.1. Our quotations are valid for 30 days (or the period stated in the quotation) unless otherwise stated.
- 3.2. Our prices exclude VAT unless expressly stated.
- 3.3. Unless otherwise agreed, payment shall be made as follows:
  - (a) a deposit of 25% upon acceptance of our proposal
  - (b) a further 25% payment
  - (c) then 50% balance on completion of the installation and final inspection
- 3.4. If you fail to pay any amount by the due date, we may charge interest above Bank of England base rate per annum from the due date until payment.
- 3.5. We may suspend performance of the Services until payment is made.
- 3.6. If after commencement you request changes or additional work (a "Variation"), we will quote for that work and you must approve it in writing before it is carried out.

### 4. Site Access, Client Responsibilities & Permits

4.1. You shall provide safe and timely access to the site, enable the installation team to carry out the work, and ensure the site is ready as required (including structural suitability, electrical supply, permissions, planning consents, building regulations

compliance).

- 4.2. You shall obtain or facilitate all necessary permissions, consents and licenses (unless we agreed in writing that we would obtain them) including planning permission, grid-connection approval, landlord/tenant consents.
- 4.3. If the site is not ready or you fail to fulfil your responsibilities, we may charge for standby time, re-mobilisation costs, or reschedule the work (and may pass on any associated costs).
- 4.4. We will take reasonable care of adjacent structures and property, but you accept that during installation some disruption is inevitable.

### 5. Completion, Handover & Risk

- 5.1. Completion occurs when we have finished the Services, obtained any agreed inspections/certificates and handed over the system to you.
- 5.2. Risk in the installed equipment passes to you on completion (or if you take possession earlier).
- 5.3. Until payment in full is received by us, title to any equipment remains with us and you must keep it safe, insured and separate from other property.

#### 6. Warranties & Limitations

- 6.1. We warrant that the Services will be carried out with reasonable skill and care, and have a 2 years workmanship warranty and IBG on domestic work and 2 years workmanship warranty and 5 years IBG on commercial.
- 6.2. To the extent permitted by law, our liability for breach of these Terms, negligence or otherwise shall be capped at the contract value or such higher limit as required by law.
- 6.3. We shall not be liable for any indirect, special or consequential losses (including loss of profits, business interruption) except to the extent required by law.
- 6.4. We shall not be liable for delays or failures caused by you, site conditions, supply chain disruptions, grid-approval delays or force majeure (see section 9).
- 6.5. You must notify us in writing of any claim under warranty within 7 days of discovering the defect. We may inspect and, at our option, repair or replace defective work or equipment.

### 7. Maintenance & Aftercare

- 7.1. If a maintenance or service contract is agreed, the scope, term and cost will be set out in a separate schedule.
- 7.2. You must maintain the system in accordance with any manufacturer's instructions and allow us access for inspection and servicing. Failure to do so may void warranties.

### 8. Intellectual Property

8.1. All intellectual property rights in drawings, designs, specifications, reports, proposals and other documentation created by us remain our property, unless otherwise agreed in writing.

8.2. You may use such documentation for the purpose of the Services only. You must not reproduce or distribute it without our prior consent.

### 9. Force Majeure

- 9.1. Neither party shall be liable for any delay or failure to perform its obligations (other than payment of money) if such delay or failure is caused by events beyond the reasonable control of the affected party (including strikes, industrial action, shortage of materials, pandemic, war, act of terrorism, governmental action, severe weather, grid outage).
- 9.2. In such event the affected party must notify the other as soon as reasonably practicable and use reasonable endeavours to mitigate the effect.

#### 10. Data Protection

- 10.1. We process personal data you provide to us in accordance with our Privacy Policy and applicable data-protection legislation (including the UK GDPR).
- 10.2. By providing your personal data you consent to our use of it for the purposes of: providing quotations, servicing the system, maintenance, communications relating to the Services and marketing (unless you opt out).
- 10.3. We may share your data with third-party suppliers and service providers only to the extent necessary for the supply of the Services.

#### 11. Termination

- 11.1. Either party may terminate the contract by written notice if the other party commits a material breach of these Terms and fails to remedy it within 30 days of notice.
- 11.2. We may suspend or cancel the contract if you fail to make payment when due, or if you give us misleading information, or if the site becomes unsafe or access is refused.
- 11.3. On termination you must pay us for all Services performed and costs incurred up to the termination date (including any committed orders for equipment).

### 12. Complaints & Dispute Resolution

12.1. If you are dissatisfied with any aspect of our Services, please contact us at:

TJ Forever Solar Ltd

Email: comms@tjforeversolar.uk

Phone: +44 (0)7823 325113

- 12.2. We will endeavour to investigate your complaint promptly and fairly.
- 12.3. These Terms and the contract are governed by and construed in accordance with the laws of England and Wales. Each party submits to the non-exclusive jurisdiction of the English courts.

### 13. Third-Party Rights

13.1. Nothing in these Terms is intended to confer any third-party rights under the Contracts (Rights of Third Parties) Act 1999 unless expressly stated.

#### 14. General

- 14.1. If any provision of these Terms is found to be invalid, illegal or unenforceable, it shall be deleted or adjusted accordingly and the remaining provisions shall remain in full force.
- 14.2. We may assign or transfer our rights and obligations under the contract to another entity without your consent, provided that this does not adversely affect your rights.
- 14.3. You may not assign your rights or obligations without our prior written consent.
- 14.4. These Terms together with the quotation (and any attached schedules) constitute the entire agreement between us and supersede any prior communications, representations or agreements.

#### Contact us:

T J Forever Solar Ltd

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