

Terms and Conditions for Operations and Maintenance Services
v2025.08.07

1. Acceptance of Terms

- a. By requesting or using the Maintenance and Support Services ('the Services') provided by Solarsense UK Ltd ('the Company'), you agree to be bound by these terms and conditions. If you do not accept them, you must not use the Services.

2. Description of Maintenance & Support Services

- a. The Services include inspections, repairs, consultations, maintenance visits, and the supply or installation of parts and equipment for renewable energy systems, whether or not under manufacturer warranty.
- b. Services are performed with reasonable care and skill. Specific outcomes are not guaranteed.
- c. A 6-month workmanship warranty applies to Services. Equipment is subject to manufacturer warranty terms.
- d. The Company is not liable for any loss or delay caused by circumstances beyond its reasonable control.

3. Customer Responsibilities

- a. You must provide accurate and complete information. The Company accepts no responsibility for any losses arising from incorrect or incomplete information.
- b. You are responsible for any additional work and costs encountered by the Company when delivering the Services where either you have not provided information reasonably required, or additional remedial work is identified during the provision of the Services.
- c. You accept that even where the Company exercises reasonable care and skill, the outcome may not meet your expectations.
- d. If the Company disconnects or de-energises any equipment while delivering the Services, the Company shall not be liable if the equipment fails to function correctly upon reconnection, unless due to negligence.
- e. In order to claim under your workmanship warranty, you will be required to provide evidence which demonstrates any loss or damage is the fault of the Company.
- f. You are responsible for maintaining the security of your account credentials. Resetting these after a loss will be subject to a charge.
- g. Where you provide an internet connection, you are responsible for the costs incurred in resetting passwords and network credentials on the equipment when changed for any reason.
- h. You must ensure access to the system and equipment. If the Company is unable to gain access, you may be liable for associated costs.
- i. You agree not to use the service for any illegal or unauthorized purposes.

4. Pricing, Invoicing and Payment

- a. Pricing:
 - i. The cost of The Company's Services is determined based on the specific services provided.
 - ii. Detailed pricing information is available from your customer support representative.
 - iii. All prices are listed in GBP (Great British Pounds) and are subject to applicable taxes and fees.
 - iv. All services will be subject to a minimum charge regardless of how long an engineer spends on site, and this minimum charge should be outlined in your quotation.
- b. Invoicing Arrangements:
 - i. Customers will be invoiced for the Services in accordance with the chosen invoicing arrangement.
 - ii. Where payment in advance is required, no work will be undertaken until payment is received in full.
 - iii. Where credit is given, i.e. the Services are invoiced after delivery, payment should be made within 7 days.
 - iv. In all cases, it is the responsibility of the customer to ensure timely payment.
- c. Accepted Payment Methods:
 - i. Solarsense UK Ltd accepts various payment methods for your convenience.
 - ii. The preferred method of payment is bank transfer to the bank account shown on your invoice.
 - iii. At your option, we may alternatively accept payment by card. To make a card payment, please contact our payments team on 0333 772 1800.
- d. Late Payments:
 - i. If the Customer fails to pay any amount due under this Agreement by the due date, the Supplier may charge interest on the overdue sum at 8% per annum above the Bank of England base rate, accruing daily until payment is made in full. The Supplier also reserves the right to claim fixed compensation and reasonable recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).
 - ii. Repeated late payments may lead to the suspension or termination of the services provided.

- e. Cancellation and Refund Policy:
 - i. You may cancel the Services by giving at least 2 working days' notice. Cancellations with less notice may be charged in full.
 - ii. You are liable for any third-party costs already incurred, including access equipment.
 - iii. Refunds are only offered where Services fall below a reasonable standard. Dissatisfaction with the outcome does not entitle you to a refund unless the Company failed to exercise reasonable care and skill.
 - iv. If you are a consumer and purchased Services remotely, you may have the right to cancel within 14 days under the Consumer Contracts Regulations 2013.
 - v. Your statutory rights are unaffected.
- f. Billing Inquiries:
 - i. If you have any questions or concerns related to invoicing and payments, including discrepancies or disputes, please raise any billing disputes within 14 days of the invoice date.

5. Privacy Policy

- a. The Company's Privacy Policy can be found at <https://www.solarsense-uk.com/privacy/>.

6. Intellectual Property

- a. All content and materials provided by the Company are protected by intellectual property rights. You may not reproduce, distribute, or modify any content without prior written consent.
- b. If you are a consumer, you may use the intellectual property for your personal use only. If you are a business customer, use is permitted solely for internal operational purposes.

7. Termination

- a. The Company may suspend or terminate your access to the Services at any time, with or without notice, in the event of breach of these terms or other reasonable cause.

8. Disclaimer of Warranties

- a. Except as required by law, the Services are provided 'as is' without any express or implied warranties, including merchantability or fitness for a particular purpose. This clause does not affect your statutory rights if you are a consumer.

9. Limitation of Liability

- a. The Company, Solarsense UK Ltd, shall not be liable for any direct, indirect, incidental, special, or consequential damages resulting from the use or inability to use the Services.
- b. Nothing in these terms limits the Company's liability for death or personal injury caused by its negligence, or for any other liability that may not be lawfully excluded.

10. Assignment and Subcontracting

- a. The Company may assign or subcontract any part of the Services without the Customer's prior consent, provided that the Company remains responsible for the performance of such subcontracted Services.

11. Force Majeure

- a. The Company shall not be liable for any delay or failure to perform its obligations under this Agreement due to events beyond its reasonable control, including but not limited to acts of God, war, terrorism, fire, flood, industrial disputes, power failure, or breakdown of plant or machinery.

12. Severability

- a. If any provision of these terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. Entire Agreement

- a. These terms, together with any quotation or order confirmation, constitute the entire agreement between the parties and supersede all prior discussions, correspondence, or representations.

14. Suspension of Services

- a. The Company reserves the right to suspend provision of the Services where payment is overdue or access to the Site is obstructed, without liability for any resulting delay.

15. Statutory Rights (Consumers Only)

- a. If you are a consumer, nothing in these terms affects your statutory rights under the Consumer Rights Act 2015 or the Consumer Contracts Regulations 2013.

16. Dispute Resolution

- a. The parties shall attempt in good faith to resolve any dispute arising out of these terms through negotiation before commencing legal proceedings.

17. Governing Law and Jurisdiction

- a. These terms and conditions are governed by and construed in accordance with the laws of England and Wales. Any disputes arising from or in connection with these terms shall be subject to the exclusive jurisdiction of the courts in England and Wales.

18. Changes to Terms

- a. We may update these terms at any time. Where practical, we will notify you of material changes.

19. Order Placement

- a. By placing an order or using the Services, you confirm that you have read, understood, and accepted these terms and conditions.