

## Interpretation

- 1.1** Contracts between Solarcentury and Contractors working on the installation of photovoltaic systems shall be governed by these Conditions, the Invitation to Tender and the Scope of Works.
- 1.2** In these Conditions the following words and expressions have the following meanings:
- Agreed Price** the price stated by Solarcentury on confirmation of acceptance of the tender offer from the Contractor;
- Contractor** means the individual or organisation to whom the Invitation to Tender letter is addressed;
- Invitation to Tender** means the letter inviting the Contractor to submit a tender for the Works and the Scope of Works;
- Scope of Works** means the Scope of Works identified in the Invitation to Tender letter and all related drawings, schematics and instructions identified therein;
- Solarcentury** means Solar Century Holdings Limited (registered company number 357035) whose registered office is at 90 Union Street, London SE1 0NW;
- Works** means all work to be done by the Contractor as described in the Scope of Works and any work subsequently agreed between the parties which has been confirmed in writing by Solarcentury;
- Invitation to Tender** means the letter inviting the Contractor to submit a tender for the Works and the Scope of Works.
- 1.3** These Conditions and any contract into which they are incorporated shall be governed by and construed according to English Law. The Contracts (Rights of Third Parties) Act 1999 shall not apply.

## Standard of work

- 2.1** The Contractor shall carry out the Works with care, competently and in a good and workmanlike manner with due diligence and in accordance with
- all applicable laws, regulations and professional standards in particular the Health and Safety at Work Act 1974 (including all applicable health and safety regulations, codes of practice and best practice recommendations), the version of the Building Regulations in force at the time of tender and, for electrical work, BS7671 Requirements for electrical installations (IEE Wiring Regulations 16<sup>th</sup> Edition), and
  - any specific standards, such as those recommended by manufacturers, which are communicated to the Contractor by Solarcentury
- 2.2** The Contractor shall use materials which are of a satisfactory quality and suitable for their intended purpose (these materials will be new unless stated in the Scope of Works) and keep all work areas tidy and safe and minimise disturbance nuisance and pollution.

## Completion of the Works

- 3.1** The Works will commence on the agreed start date and shall be completed by the agreed completion date. If it becomes

clear that the Contractor will not be able to complete the work by the agreed date then the Contractor shall inform Solarcentury as soon as practicable. Solarcentury may, in its absolute discretion, agree to such extension of time as it considers reasonable.

- 3.2** Completion of the Works will only take place once Solarcentury have inspected the Works and confirmed that they have been completed to an acceptable standard. Solarcentury will confirm completion to the Contractor in writing.

## Payment

- 4** The Agreed Price for the Works becomes payable by Solarcentury on completion of the Works to Solarcentury's satisfaction and the submission by the Contractor to Solarcentury of a VAT invoice and proof of the appropriate CIS certificate.

## Variations and prohibition on sub-contracting

- 5.1** Only Solarcentury can change the Scope of Works. Changes will be dealt with as follows:
- If the changes increase the amount of work shown in the Scope of Works and the Contractor agrees the changes he will quote a price for the extra work and time involved. Solarcentury will then confirm in writing whether to go ahead with the changes.
  - If the changes reduce the amount of work shown in the Scope of Works the Contractor will make an appropriate reduction in the price.
  - If the changes alter the cost of any items in the work details without increasing or reducing the amount of work involved, and appropriate adjustment of the price will be made to reflect those changes.
- 5.2** The Contractor shall not sub-contract any of the Works without the prior approval in writing of Solarcentury.

## Delay

- 6** If any delay to the completion of the works is, in the reasonable opinion of Solarcentury, caused by any statutory undertaker (including the distribution network operator and the public electricity supplier) then the Contractor shall be entitled to a reasonable extension of time for the completion of the Works which shall be agreed and confirmed in writing by Solarcentury.

## Defects

- 7.1** Any defects or other faults which appear within six months of completion and are due, in the reasonable opinion of Solarcentury, to materials or workmanship which are not in accordance with this agreement shall be made good by the Contractor at the Contractor's cost.
- 7.2** The Contractor shall remain responsible for any faults in the Works (other than fair wear and tear) which are caused by him for 6 years.

## Liability

- 8.1** The Contractor shall be liable for and shall indemnify Solarcentury against any liabilities, costs, losses, claims or proceedings whatsoever caused by the Contractor, its servants or agents, howsoever arising, in the course of, or as a result of the Works for (a) the personal injury or death of any person and/or (b) damage to real or personal property unless caused directly by the negligence or an omission of Solarcentury.

**8.2** Without prejudice 8.1, the Contractor shall take out and maintain insurance in respect of claims for the personal injury or death of employees or persons under a contract of service or apprenticeship to the Contractor as necessary to cover liabilities associated with the Works.

#### **Publicity**

**9** The Works form part of a Solarcentury installation. Any publicity which the Contractor seeks for the installation must have the prior approval of Solarcentury.

#### **Disputes**

**10** Both parties agree to use their best endeavours to settle any disputes. Any dispute that cannot be resolved within one month will be decided within 21 days by an adjudicator appointed under an adjudication scheme run by RICS or RIBA. If a dispute goes to adjudication both parties agree to accept that the costs rules and procedures involved will become part of the contract

#### **Termination**

**11.1** Solarcentury reserves the right to terminate the contract immediately if the Contractor breaches any of these conditions or fails to meet the agreed standard of workmanship.

**11.2** If the Contractor or Solarcentury becomes insolvent this contract will end unless the insolvency practitioner involved makes a suitable arrangement to allow the contract to continue. If the contract ends because Contractor becomes insolvent Solarcentury will not make any payment until the Works are completed by another contractor.

#### **Intellectual Property**

**12.1** All drawings, designs and manuals are provided to the Contractor for the purpose of the Works only and shall not be copied without the permission of the copyright owner.

**12.2** Solarcentury can accept no liability whatsoever for use of any drawings, designs or manuals for purposes other than the Works.