



Terms and conditions

1. Definitions and Interpretation

1.1 In this agreement the following words and phrases shall have the following meanings (and, where applicable, the singular shall include the plural)

"business day"	means any day other than a Saturday, Sunday or bank holiday
"client"	the natural or legal entity that has concluded a contract with the supplier, or to whom the supplier has issued an offer for this purpose
"company"	Solar Panel Cleaning Services Limited or its successors in title
"fee"	the fee set out in any quotation provided
"RAMS"	Risk Assessment Method Statement
"site"	any such area where a client requests services are undertaken by the supplier
"supplier"	Solar Panel Cleaning Services Limited
"terms"	means these Terms and Conditions together with any additional information contained within a quotation
"service"	any such activity a client requests are undertaken by the supplier
"quotation"	a priced offer of services between the supplier and client

2. Application

These terms shall apply for the provision of services supplied by [Solar Panel Cleaning Services Ltd](http://www.solarpanelcleaningltd.co.uk) a company registered in England & Wales under number 10483618 whose registered office is at Crumps Barn, Wormbridge, Hereford, HR2 9DT. No other terms and conditions shall apply to the provision of services unless agreed upon in writing between the supplier and the client.

3. Services

3.1 With effect from the commencement date stated in the quotation and in consideration of the fees being paid in accordance with these terms, the supplier shall provide the services to the client.

3.2 The supplier shall use reasonable care and skill in its performance of the services and shall ensure compliance with any and all relevant codes of practice.

3.3 The supplier shall use its best and reasonable endeavors to complete its performance of the services within the time agreed as set out in the quotation; however, time will not be of the essence in the performance of these obligations.

3.4 a. The supplier shall endeavor to clean away all dirt, however this may not always be possible if prolonged periods of time have passed where absent or insufficient cleaning has occurred resulting in permanent staining and or dirt build up. Where this is the case, the client shall be notified.

3.4 b. Lichen will only be removed where specified in a quotation. Quotations are based on images provided and no guarantee can be given that all lichen will be removed even during a lichen removal clean.

3.5 The supplier reserves the right to adjust pricing if the panels are deemed to be excessively dirty or are heavily contaminated, and this has not been highlighted by the client beforehand.

3.6 Services provided will be booked as efficiently as possible, within areas that geographically offer efficiency of man power and fuel. This will minimise the environmental impact of the service provided.

3.7 If the client has stated the frequency of previous cleaning, the supplier can request evidence of such works taking place.

3.8 The supplier reserves the right to take photographs and videos during the work and may then make use of these on social media and/or other advertising literature or such like. Upon acceptance of any quotation, the client agrees to this. No photographs or videos shall be taken of any persons without their written consent (other than employees of the supplier) and no personal information shall be used in connection with these images/video.

3.9 If prior arrangements have been made, and dates agreed, to provide services on a site and the company is refused or unable to obtain access for any reason (i.e. locked gates, inaccessible tracks for access/egress, waterlogged ground, hostility, aggressive or dangerous animals, excess vegetation or any health and safety issue that poses a risk to the cleaning operatives) the company reserve the right to charge up to 100% of the price had cleaning been achieved. Evidence of such incidents shall be provided and reported to the client. This section also applies in situations where cleared access has been requested, but obstructions are in place on the date of clean, meaning access to some panels may not be possible.

3.9.1 The company reserve the right to charge up to 100% of the price had cleaning been achieved, if the client cancels scheduled work. Adjustments to cleaning schedules will only be considered in rare circumstances and are entirely at the suppliers' discretion.

3.9.2 The client must monitor and notify the supplier of any bird activity on roof space where panels are sited. In cases where this has not taken place, clause 3.9.1 applies, and it is deemed a client cancellation.

4. Client Obligations

4.1 The client shall use its best and reasonable endeavors to provide the supplier with access to any and all relevant information, materials, properties and other matters which are required to enable the supplier to provide the services.

4.2 The client shall use its best and reasonable endeavors to acquire any permissions, consents, licences or other matters which are required to enable the supplier to provide the services.

4.3 The client must ensure the site meets the requirements of all current Health and Safety legislation and codes of practice.

4.4 The supplier shall not be liable for any delay or failure to provide the services where such delay or failure is due to the client's failure to comply with the provisions of this Clause 4.

4.5 The client must ensure that upon receipt of the site specific RAMS the appointed site representative will read it in advance, and present it to all parties involved. Any concerns or queries must be received 7 days prior to the scheduled cleaning dates. If there are excessive time delays due to this not having been undertaken, the supplier reserves the right to charge for any additional time at the rate set in sub clause 5.3.

4.6 The supplier cannot undertake any works on a site while other chemical cleaning is taking place. If other specialist cleaners are present, it will be classed as a void visit and Clause 3.9 will be applied.

5. Fees [and Deposit]

5.1 The fees for the service are set out within the quotation provided by the supplier.

5.2 In addition to the fees, the supplier shall be entitled to recover from the client reasonable incidental expenses for materials used and for third party goods and / or services supplied in connection with the services.

5.3 The client shall pay the supplier for any additional services provided by the supplier that are not specified in this quotation in accordance with the supplier's then current, applicable £60 per person per hour. The provisions of sub-clause 5.2 shall also apply to such additional services.

5.4 The fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

5.5 The client may be required to pay a deposit if detailed in this quotation either at the time of accepting a quotation or within 14 days of acceptance, but no less than 7 days prior to work commencing.

5.6 If the client does not pay the deposit to the supplier in accordance with Clause 5.5 the supplier shall have the right to withhold provision of the services until the deposit is received or may terminate the provision of services to the client.

5.7 The deposit shall be non-refundable unless the supplier fails to provide the services and is at fault for such failure (where the failure is not the fault of the supplier, no refund shall be made).

6. Quotation, Contract and Variation.

6.1 A quotation constitutes written acceptance and confirmation by the supplier of the client's order for the services (as agreed between the supplier and the client).

6.2 Having issued any quotation which is a contractual offer to provide the services, the supplier agrees to enter into a contract for the provision of services upon the client's written acceptance of the quotation and these terms.

6.3 This quotation is valid for a period of 30 days from the date shown, unless expressly withdrawn by the supplier at an earlier time.

6.4 Either the supplier or the client may cancel the order for any reason prior to the client's acceptance (or rejection) of this quotation.

6.5 If the client wishes to vary any details of the services it must notify the supplier in writing as soon as possible. The supplier shall endeavor to make any required changes and additional costs shall be invoiced to the client.

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6.6 If, due to circumstances beyond its control, the supplier has to make any change in the services or the arrangements relating to the provision thereof, it shall notify the client immediately. The supplier shall endeavor to keep any such changes to a minimum and shall seek to offer the client arrangements as close to the original as is reasonably possible in the circumstances.

6.7 Upon client acceptance of a quotation, purchase orders must be issued in order to secure bookings. In all cases, no work shall commence before purchase orders are supplied. Only official purchase orders in pdf format from the authorised accounts department will be accepted.

6.8 If the supplier undertakes the service in less time than quoted, for any reasons, the full contract amount will still be due.

7. Payment

7.1 Following the client's acceptance of a quotation, the supplier shall invoice the client for the fees either:

(a) upon completion of its provision of the services; or

(b) on the invoice dates set out in the quotation.

7.2 The client shall pay the fees due, within the time frames listed below:

(a) if under £5000 - within 30 days of the date of the supplier's invoice or otherwise in accordance with any credit terms agreed between the supplier and the client.

(b) if over £5000 - within 14 days of the date of the supplier's invoice or otherwise in accordance with any credit terms agreed between the supplier and the client.

7.3 Any fees which remain unpaid, following the expiry of the period set out in Clause 7.2, the supplier shall charge the client interest at the rate of 10% per month on the amount outstanding until payment is received in full.

7.4 If the client fails to make payment within the period in Clause 7.2, the supplier shall have the right to suspend any further provision of the services and to cancel any future services which may have been ordered by, or otherwise arranged with the Client.

7.5 Receipts for payment will be issued by the supplier only at the client's request.

7.6 All payments must be made in £ sterling unless otherwise agreed in writing between the supplier and the client.

8. Termination

8.1 The supplier may terminate the provision of the services immediately if:

(a) the client commits a material breach of its obligations under these terms; or

is given by the client or any of its directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for the winding up of the client or for the granting of an administration order in respect of the client, or any proceedings are commenced relating to the insolvency or possible insolvency of the client.

(b) the client is or becomes the subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors.

(c) the client enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or

(d) the client convenes any meeting of its creditors, enters into voluntary or compulsory liquidation, has a receiver, manager, administrator or administrative receiver appointed in respect of its assets or undertakings or any part thereof, any documents are filed with the court for the appointment of an administrator in respect of the client, notice of intention to appoint an administrator.

9. Intellectual Property

The supplier reserves all copyright and any other intellectual property rights (if any) which may subsist in the products of, or in connection with, the provision of the services. The supplier reserves the right to take such action as may be appropriate to restrain or prevent the infringement of such intellectual property rights.

10. Liability and Indemnity

10.1 The supplier will not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under these terms, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the supplier's employees, agents or otherwise) in connection with its provision of the services or the performance of any of its other obligations under these terms.

10.2 The supplier shall not be liable to the client or be deemed to be in breach of these terms by reason of any delay in performing, or any failure to perform, any of the supplier's obligations if such delay or failure is due to any cause beyond the supplier's reasonable control.

10.3 The client shall indemnify the supplier against all damages, costs, claims and expenses suffered by the supplier arising from any loss or damage to any equipment (including that belonging to third parties) caused by the client [or its agents or employees].

10.4 Nothing in these terms shall limit or exclude the supplier's liability for death or personal injury caused by its negligence or for any other matters for which it would be unlawful to exclude or limit liability.

11. Force Majeure

Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: poor weather conditions, fire, flood, storms, earthquakes, acts of terrorism and acts of war.

12. Communications

12.1 All notices under these terms shall be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).

12.2 Notices shall be deemed to have been duly given:

(a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;

(b) when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;

(c) on the fifth business day following mailing, if mailed by national ordinary mail; or

(d) on the tenth business day following mailing, if mailed by airmail.

12.3 All notices under these terms shall be addressed to the most recent address, email address or fax number notified by the client.

13. No Waiver

13.1 No waiver by the supplier of any breach of these terms by the client shall be considered as a waiver of any subsequent breach of the same or any other provision.

13.2 No failure or delay on the part of either the supplier or the client to exercise any right, power or privilege under these terms shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude, any other or further exercise of any other right, power or privilege.

14. Severance

In the event that one or more of these terms is found to be unlawful, invalid or otherwise unenforceable, that / those provisions shall be deemed severed from the remainder of these terms (which shall remain valid and enforceable).

15. Law and Jurisdiction

15.1 These terms (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

15.2 Any dispute, controversy, proceedings or claim between the supplier and the client relating to these terms (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

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