

Ceiba Renewables Limited – Terms & Conditions

Our Solar PV and Battery Storage installation service delivers a fully operational, compliant home energy generation system with Solar PV (photovoltaic) panels and may incorporate a battery storage system.

These Terms and Conditions cover the terms on which we sell, deliver and install your Solar PV system and/or Battery Storage System. Please read these terms carefully prior to purchasing your Solar PV system and/or Battery Storage System.

We will only use your personal data in accordance our privacy policy, which is available here:

Definitions

"We" are Ceiba Renewables Limited (company number SC345423). Related expressions like "us" or "our" should be read accordingly.

" You " are the person who is purchasing the Ceiba Renewables PV system and/or Battery Storage System. Related expressions like "your" should be read accordingly.

" Battery Storage System " means an energy storage device that stores electricity.

" Commissioned " means that the Works have been completed and your Solar PV system and/or Battery Storage System is operational.

" Contract Price " means the total price set out in the Quote which has been paid by the purchaser of the Ceiba Renewables PV system and/or Battery Storage System to Ceiba Renewables Limited.

" Energy " means electricity generated by your Solar PV system, stored in your Battery Storage System or exchanged with the grid.

" EPVS " means Energy Performance Validation Scheme.

" MCS " means Microgeneration Certification Scheme.

" Minor defects " means minor damage (not being matters which only require redecoration or touching up) which does not affect the integrity of your property, or technical issues outside our control which do not affect the operation of the system or the installed hardware.

" Microgeneration " means small scale renewable energy generation technology.

" Permitted Development Rights " means an automatic grant of planning permission which allow certain building works and changes of use to be carried out without having to make a planning application.

" Quote " means a written proposal issued by us detailing the scope of the product and service you are buying and estimated performance of the product which has been agreed with you.

" Quote Acceptance " means a written confirmation of acceptance of the Quote.

" RECC " means the Renewable Energy Consumer Code.

" SEG " means the Smart Export Guarantee, an energy export tariff provided by some energy suppliers.

" Smart Export Tariff " means a tariff offered by a licensed energy supplier in relation to the SEG obligation.

" Solar PV " means photovoltaics or solar panels.

" Survey " means the technical assessment undertaken at your property by our surveyor to assess the suitability of your property for a Solar PV and/or Battery Storage System installation.

" Survey Fee " means the initial payment made by you for the survey.

" Welcome Pack " means the handover pack we send you once your system has been Commissioned and final balance settled.

" Working Day " means any day other than a Saturday, a Sunday or a bank holiday as defined by the Banking and Financial Dealings Act 1971.

" Workmanship Warranty " has the meaning given to it in clause 8.

" Works " means the sale, delivery and installation of the Solar PV system and/or Battery Storage System at your property as set out in the Quote.

1. 1.1. By accepting the terms and conditions of this contract, you have declared that you have the authority to enter this contract and that you are over 18 (eighteen) years old.

1.2. You understand that our liability to you is limited and excluded, as set out in clause 10.

1.3. The contract will start once either:

(a) Ceiba Renewables receive an e-signed or signed "Quote Acceptance" or;

(b) Ceiba Renewables receive a payment from you for the Survey Fee.

2.1. Ceiba Renewables Limited are registered in Scotland with company number SC345423. Our registered office is at Unit 1, Wellfield Court, Ibrox Business Park, 46 Broomloan Pl, Ibrox, Glasgow G51 2JR. Our VAT number is 98 9456 737.

2.2. We are members of the Microgeneration Certification Scheme "MCS", our MCS certification body is NICEIC and our certification number is NIC1583. Membership of MCS represents full compliance to industry standards and verifies our ability to deliver a consistently high quality, compliant service.

2.3. We are also members of the Renewable Energy Consumer Code ("RECC") and our certification number is 00038969. As members of RECC, we agree to comply with the terms and conditions of RECC membership. RECC ensures that customers are protected through detailed standards and practices that must be met by its members when selling micro-generation energy systems. For more information about RECC see [their website](#).

3.1. You have the right to cancel your contract with us, at any point within 14 (fourteen) days of the earlier of accepting your Quote or paying your Survey Fee.

3.2. To cancel your contract, please use the below [Cancellation Form](#) and issue it to us either by post or via e-mail to info@ceiba-renewables.co.uk.

Please see Clause 16 for further clarification on notices.

3.3. If you cancel your contract with us, we will reimburse you in full for any initial payments you have made (including any Survey Fee) if none of the goods and services outlined in the Quote have been delivered to you or performed.

3.4. We will reimburse you within 14 (fourteen) days of receiving your cancellation any monies you are due with respect to your cancellation. Where goods have been delivered, we will reimburse you the earlier of 14 (fourteen) days after the day on which we have received the goods back or where you send evidence of sending the goods back (if relevant).

3.5. If you cancel your contract at any time after the Survey has been carried out on your property you will not be entitled to a refund of the Survey Fee. You will be entitled to keep any reports or findings from the Survey conducted.

3.6. Should your Quote need to change due to circumstances not within your control (for example, because we are unable to fit the number of panels initially anticipated), you will be issued a new Quote. This new Quote will entitle you to a new cancellation period of 14 (fourteen) days from the date the new Quote is issued.

3.7. Your survey is still valid for a period of 90 (ninety) days following completion of the Survey and may be used as the basis of a new Quote for that period of 90 (ninety) days.

3.8. Where goods or services have already been delivered or installed in respect of your Quote;

(a) We will not issue any applicable reimbursement until all goods have been recovered from your property.

(b) The level of reimbursement may be reduced for reasonable costs incurred by us for any goods, services or provisions, we will endeavour to keep these costs to a minimum and will follow legislation as required.

3.9. Should you wish that any Works commence within the cancellation period (including the Survey) you will need to confirm this in writing by signing our "express request" form. We will then inform you if it is possible for us to fulfil your request. We will not refund you for any works carried out during this period if subsequently cancelled.

3.10. If goods or services are delivered within the cancellation period after you have signed an express request and you decide to cancel the contract, clauses 3.8 (a) and (b) shall apply.

3.11. Any reimbursements will be made to you via the same payment mechanism you used to make the Survey Fee unless you request otherwise.

3.12. In addition to your right to cancel during the cancellation period, you also have the right to cancel should we be in serious breach of our obligations set out in the contract.

3.13. If any of the equipment, products or goods we supply are faulty, damaged or not fit for purpose at the time of delivery or if there are serious delays to our service your sole remedy will be one of the following;

(a) Reject the equipment, products or goods and receive a full refund; or

(b) A repair or replacement; or

(c) Receive a price reduction. You cannot seek any of the above remedies if you change your mind about purchasing any of the goods or services, or if you decide you no longer wish to have part of the Solar PV and/or Battery Storage System.

3.14. If you have entered into a related credit agreement through us with our lender partner to fund your purchase, the credit agreement will automatically be terminated upon cancellation of this contract.

4.1. We will produce a Quote for you based on an initial remote online analysis of your rooftop using advanced satellite imagery.

4.2. The Quote is an offer from us to you to enter a legally binding contract with us and is valid for 30 (thirty) days from the date it is issued.

4.3. The Quote will set out important information about your Solar PV system and any other components included within our service and will state the price for the system fully installed as well as providing an estimate of how much your system will generate, what type of financial savings and financial benefit the system will deliver and how energy independent you can become.

4.4. The figures detailed in the Quote are produced based on all the information we know at the time about your property, roof space, shading impacts and your annual energy consumption profile and are estimates only that do not constitute a guarantee of generation, savings or financial benefit.

4.5. You should ensure you fully understand your Quote, and that all the information that has been detailed within the Quote is accurate and contains no errors.

4.6. The contract will become binding once you sign or e-sign to accept your Quote.

4.7. Once the contract is entered (i.e. written acceptance provided), a Survey appointment will be made with you. Following the Survey, we will confirm your property's suitability for the Solar PV and/or battery storage system and will notify you if any additional works, other than the Works detailed in your Quote, will be required.

4.8. If your property is suitable for the Solar PV and/or battery storage system detailed in your Quote, with no additional changes or amendments required, we will make arrangements with you for the installation Works and scaffolding access.

4.9 If changes are required to be made to the Quote or if your property is deemed as not suitable for Solar PV panels, we will follow the process as set out in clause 5.

5.1. The Survey Fee covers the cost of the assessment of your property and verification of its suitability for the Solar PV and/or battery storage system we have quoted for. Payment of the Survey Fee, our acceptance to carry this out, or our carrying out of the Survey do not constitute confirmation that your property is suitable for the Solar PV and/or battery storage system and your Survey Fee is non-refundable in such an instance.

5.2. The Survey aims to identify the suitability of your property for the Solar PV and/or battery storage system we have quoted and will check the roof structure and its ability to carry a Solar PV system according to industry standard roof calculations. Should any concerns about the structure of your roof be identified, we will ask a structural engineer to review the calculations. We do not take any responsibility for the structural integrity of the roof, the compliance of the electrical system at the property or the condition of the property. Any structural, electrical or roofing pre-works will be the sole responsibility of the property owner.

5.3. We will always aim to deliver the Solar PV and/or battery storage system as specified and priced in the Quote you have accepted. We provide your Quote prior to the Survey and because of this certain characteristics and values have been estimated or assumed. We estimate the performance of the Solar PV system by considering the capacity of the Solar PV system (kWp), the estimated solar irradiance based on location, the pitch and orientation of your roof and the shading factor. We calculate the performance in line with MCS standard calculations as detailed in the MCS Guide to the Installation of Photovoltaic Systems 2014.

5.4. The performance estimate, expected generation, return or efficiency of the Solar PV system may change from the initial Quote, if for example;

(a) the information you provide us about your property is incorrect; or

(b) our Survey reveals additional information about the property which was not known to us at the time we provided the Quote, and at all times the estimate is not a guarantee of anything set out in it.

5.5. If we are unable to provide the Solar PV and/or battery storage system as described in your initial Quote, we will contact you to discuss and agree any changes to your Quote, this may mean a change to the price in your Quote. If we cannot agree changes to your Quote or your property is deemed unsuitable for a Solar PV system, We or You will hold the right to cancel the contract. Details on cancellation are available in clause 3.

6.1. If you wish to make a change to the scope of Works set out in the agreed Quote after the contract has been entered, you will need to consult with us. We may be able to accommodate such changes provided they are technically possible, and any necessary provisions or permissions are in place. Any changes requested by you may mean extra costs to the agreed Quote. If we agree to the changes, we will issue you with a revised Quote. As per clause 3 your new Quote will include a new cancellation period of 14 (fourteen) days.

6.2. If we discover during the Works that additional works are required, due to electrical, roofing or structural works that have been carried subsequent to the survey which directly impacts our ability to carry out the works we will tell you and ask how you wish to proceed. In this instance we shall;

(a) Agree with you, any additional or varied works we need to carry out;

(b) Agree with you any additional charges that may apply in these circumstances;

(c) Issue you with a revised Quote, which would incorporate a new cancellation period in accordance with clause 3; and

(d) If we are unable to agree to changes, you or we may cancel the contract as set out in clause 3.

7.1. All equipment related to, incorporated within or included as part as the Solar PV system and/or Battery Storage System we supply will;

(a) be new and fit for purpose, unless otherwise stated; and

(b) operate as we have described.

7.2. We will use our specialist installers to carry out the works. Our supply chain consists of a mixture of employed personnel and subcontractors.

7.3. All sub-contractors are MCS certified and will hold relevant certifications according to their roles and responsibility. By entering into this contract with us you are agreeing to our use of sub-contractors to access your property and carry out the

Works. We take full responsibility for the compliance and quality of Works completed by our sub-contractors.

7.4. We will ensure our sub-contractors comply to all appropriate and relevant regulations and installer standards including; MCS MIS 3002, NIC/EIC 18th edition electrical standards and applicable health and safety requirements.

7.5. During the installation Works you shall not allow any third party to tamper with, adjust or work on parts or any part of the Solar PV system and/or Battery Storage System.

7.6. Upon completion of the Works, we shall give you a full Welcome Pack and handover of your Solar PV system and/or Battery Storage System, and will provide you with details of the guarantees and warranty which apply to the Solar PV system and/or Battery Storage System. You will be asked to sign a satisfaction note as part of this handover to confirm that you are satisfied with the Works.

7.7. Title and ownership of the Solar PV system and/or Battery Storage System shall pass to you once you have paid the price agreed for the Works in full. You shall be responsible for all care, maintenance and insurance of the Solar PV system and/or Battery Storage System from that point. We reserve the right to access the Solar PV system and/or Battery Storage System in order to maintain, remove or collect the system if you fail to make payment in full for the Solar PV system and/or Battery Storage System or if there is an unreasonable delay in making full payment.

8.1. We warrant that the Solar PV system, Battery Storage System and the Works shall be free from defects for a period of 3 (three) years following the date when the Solar PV system and/or Battery Storage System was Commissioned (the "Warranty Period") (our "Workmanship Warranty")

8.2. If you notify us of a defect with the Solar PV system and/or Battery Storage System or the works that appears within the Warranty Period then we shall (at our option) repair or replace the components or reconduct the Works, as necessary. A cosmetic issue shall not be considered a defect (for example wear or discolouration of components).

8.3. 3 Our Workmanship Warranty shall not apply in situations where;

(a) You have failed to operate and/or maintain the Solar PV system in accordance with our written directions set out in the Welcome Pack;

(b) You allow any third party to tamper with, adjust or work on parts or any part of the Solar PV system; or

(c) Your property and/or the Solar PV system is subjected to damage occurring through natural disasters, acts of God or due to human intervention, accident or negligence that is not caused by us.

(d) With regard to systems that are connected to the internet, the customer is responsible for maintaining continuous system Internet connectivity. Where internet

connection has failed and a Ceiba Renewables engineer is requested to attend site to resolve, a callout fee may be charged.

8.4. Our Workmanship Warranty is insurance backed (see Clause 9).

8.5. The components making up your Solar PV system are guaranteed by its manufacturer. These guarantees are set out in your Quote and we will provide you with access to any and all guarantee documentation relating to these components. We do not provide any additional guarantee for the Solar PV system and/or Battery Storage System.

9.1. Our Workmanship Warranty is insured by the "IWA" scheme. By entering this contract, you consent to us registering your name, address, details and value of the Solar PV system and/or Battery Storage system with the IWA administrators. You will be issued with a warranty assurance certificate and number.

9.2. In the unlikely event we cease trading you will be entitled to the following protections according to the terms described in your insurance policy:

(a) Any deposit or initial payment you have made will be refunded under the insurance policy excluding the Survey Fee.

(b) Any Works completed or in progress will be covered and fulfilled through the insurance policy (including any of our outstanding obligations) at no extra cost to you.

9.3. You should read your insurance policy in full.

10.1. In exchange for the goods, service and Works carried out, you must pay us the price (including the Survey Fee) for the Works as set out in the Quote together with any amendments in accordance with Clause 6.

10.2. You will be invoiced for the Survey Fee separately to the Works. Once the Works have been completed and commissioned you will be invoiced for the full remaining balance set out in your Quote.

10.3. Our invoice must be paid in full even if there are outstanding Minor Defects.

10.4. If you notify us of Minor Defects following completion of the works, we will endeavour to remedy them within a reasonable time. If we fail to do so, you will be entitled to appropriate goodwill to cover the inconvenience which will be agreed between both parties on a case-by-case basis. Should a suitable remedy not be found you will be entitled to follow our complaints procedure as per Clause 17.

10.5. Our invoices must be paid within 5 calendar days from the date of the invoice. You will be issued a final receipt once we have received payment in full. If you do not make payment in full within the time set out in the invoice, then we reserve the right to charge you interest at the rate of 5% above the Bank of England base rate. We

may also be entitled to recover any additional costs or legal action taken due to your late payment.

10.6. If you are purchasing the Solar PV system and/or Battery Storage System through a related credit agreement with our lender partner, then your payment arrangements will be set up with them directly and you will not be required to pay us directly for the Works. Our lender partner will pay us for the remaining balance subject to you confirming you are satisfied with the Works. Payment amounts and a schedule for your finance agreement should be checked directly with the lender partner. For avoidance of doubt, the lender partner will not pay for the Survey Fee which will be billed directly to you.

10.7. Your Quote, the Quote Acceptance and these Terms and Conditions constitute the entire contract between us in relation to your solar installation. Neither party is entitled to offset any obligations or liabilities under that solar installation contract against claims that may exist under any other agreement between them.

11.1. Residential Solar PV installations generally benefit from "Permitted Development Rights" under planning laws and therefore will not usually require permissions. Some instances however may require a planning application to be lodged; these instances include (but are not limited to) installing Solar PV systems on a listed building. You are responsible for ensuring that any such permissions or consents required for your installation are in place prior to the Works starting.

11.2. By entering this contract, you are warranting that you are the owner of the property or have the express permission of the owner and that you have all necessary permissions and consents in place prior to the commencement of the Works.

11.3. You are responsible for notifying your home, buildings and contents insurer that you will have a Solar PV system and/or Battery Storage System installed on your property.

11.4. We are not responsible for any costs, charges or losses that you may incur due to failure to obtain any required consents, permissions or insurances.

12.1. We will only use your personal data in accordance our [privacy policy](#).

13.1. If a party suffers any loss or damage, as a result of the other party's breach of this Agreement or negligence, the other party's total liability to the suffering party will be limited to the Contract Price for each event that causes loss, or if there are a number of connected events that cause loss, a party's total liability to the other will be limited to the Contract Price in total for these events.

13.2. We will not be liable to you for:

(a) any loss due to circumstances beyond our control (a force majeure event); or

(b) any loss which is indirect, consequential, economic or financial including loss of profit, revenue, goodwill, business, contractor wasted expenses; or

(c) any loss which was not or could not have been reasonably foreseen even if we, our employees, subcontractors or agents did not follow this contract; or

(d) any loss caused to you by the gas transporter or the electricity distributor in excess of the amount we are entitled to recover from the gas transporter or the electricity distributor on your behalf.

13.3. Notwithstanding any other provision of this agreement, the liability of the parties shall not be limited in any way in respect of the following:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation;

(c) any other losses which cannot be excluded or limited by applicable law;

14.1. We shall repair or remedy any damage to your property that is caused by our or our sub-contractors' failure to carry out the Works in a professional manner and to the best of our skill and care. However, if minor redecorations or touching up are necessary following the Works, these shall be your responsibility.

15.1. After your Solar PV system has been Commissioned and when we hand it over to you, we will provide you with a completed MCS certificate that will verify that your Solar PV system meets the required standards. Your MCS certificate will also be live on the MCS database. Your MCS certificate will be required to make any applications for a valid Smart Export Tariff with "SEG" obligated energy suppliers.

15.2. A Smart Export Tariff is a separate agreement that you are able to enter into with any energy supplier offering a Smart Export Tariff under the SEG obligation. You are not obliged to enter any contract with us for your Smart Export Tariff and should consider each option carefully.

15.3. We will ensure that your Solar PV installation is compliant with the regulations set out by OFGEM. We shall also ensure that your installation meets the requirements set out by OFGEM to qualify for Smart Export Guarantee tariffs at the time the Solar PV installation is installed.

16.1. All notices served under this Agreement shall be in writing and shall be sent to the respective parties at the following addresses, or to such other addresses as may be designated by the parties in writing from time to time in accordance with this Clause 15, by hand, by email as a PDF attachment, by registered mail, postage prepaid, or by express courier service, service fee prepaid.

16.2. To Ceiba Renewables Limited (by mail):
Unit 1, Wellfield Court, Ibrox Business Park, 46 Broomloan Pl, Ibrox, Glasgow G51 2JR.

16.3. To Ceiba Renewables Limited (by e-mail) at info@ceiba-renewables.co.uk

16.4. All notices shall be deemed received (i) if given by hand, immediately, (ii) if by email, the second Working Day at 9am following transmission iii) if given by registered mail, the second day following posting, or (iv) if given by express courier service, the second day following dispatch.

17.1. We hope you don't have any reason to complain about our service or have any disputes with us relating to the contract. In the instance that you do have a complaint or wish to open a dispute, please contact us in the first instance so we can attempt to resolve the issue or dispute informally. Please see our [Complaints Policy](#) for more details.

17.2. In the unlikely event that we are unable to resolve the issue or dispute informally, we will discuss with you the most effective way of resolving the issue using mediation or arbitration dependent on the nature of the dispute.

17.3. If you are unsatisfied with any resolution offered by us to resolve a complaint or dispute you have the right to escalate the issue through our Consumer body RECC, which provides an independent dispute resolution service and can mediate on your behalf. If you register a complaint or dispute with RECC, it will be allocated to a caseworker who will communicate with both parties and attempt to resolve the dispute. RECC is certified through the Chartered Trading Standards Institute as an alternative dispute resolution provider. You can find more information on the [RECC website](#).

18.1. Although Solar PV systems generally require little or no maintenance, there are parts to a Solar PV system that may require servicing or replacement during the lifetime of the Solar PV system. We are not responsible for such servicing or replacement, but please contact us if you would like more guidance or information.

18.2. We may transfer, subcontract, assign or novate any or all of our rights or obligations under the contract without your consent. This will not affect your rights under the contract.

18.3. You may not transfer or assign or novate the contract or any of your rights under it without first obtaining our written consent.

18.4. If any part of this contract is declared invalid or is void or unenforceable, the validity of the rest of the contract will not be affected.

18.5. Notices to you under this contract will be sent by post or hand delivered to the billing address, or in the case of email to the last known email address that you have provided. We will treat such notices as having been received 2 (two) days after we have sent it to you, unless we receive evidence to the contrary.

18.6. If we do nothing, or delay taking action, when you breach the contract, we will still be entitled to take prompt action to enforce a similar or subsequent breach of the contract by you.

18.7. The laws of Scotland apply to this contract as appropriate to the location of the property.