
RESIDENTIAL TERMS & CONDITIONS

Please read these terms and conditions carefully. We will rely on them and expect you to do the same. We have tried to write them in very plain English. However, if you have any questions then please contact us by phone or email (info@joju.co.uk / 020 7697 1000). Amendments to these terms and conditions will only be valid if approved in writing both by you and by an authorised representative of Joju.

The following **definitions** apply in these Terms and Conditions:

'We' or 'Us' means	Joju Ltd
'You' means	You the customer for whom we have agreed to carry out an installation subject to these terms and conditions
'The Contract' means	The contract between you and us and consists of these terms and conditions and the details set out in the Quotation relating to your specific installation
'The Quotation' means	The quotation provided by us setting out details of the proposed installation and agreed by you
'The Price' means	The price of the goods and services to be provided by us to you and as set out in the Quotation

1 Acceptance of proposal

- 1.1 The Quotation is valid for 30 days. If you wish to go ahead with the installation then you must sign and return page 9 to us either by email or letter. We will then send you an acknowledgment of your order and a deposit invoice. No contract is in place until we send you acknowledgement of the order.

The "Cooling off Period" and refunds:

- 1.2 You can cancel the Contract by sending us written notice using the address provided or by email (info@joju.co.uk) within 14 days working days after payment of your deposit; this right is known as the "cooling off period". If you cancel within that period we will fully refund your deposit provided that work has not started on your installation.
- 1.3 If you pay the deposit before we have inspected your property, and if we find during that inspection that the installation cannot proceed, then we will promptly refund that deposit to you in full.
- 1.4 If you cancel the Contract after the "cooling off period" then we have a right to retain all or part of your deposit and further advance payment.

2 Our main obligations to you

Our obligations under the RECC Scheme Consumer Code

- 2.1** We will carry out the work and communicate with you according to RECC Scheme Consumer Code. As such we commit to giving you:
- A clear, straightforward and detailed Quotation;
 - The right to cancel the Contract by sending written notice to us during the “cooling off period”;
 - Accurate information about approvals and permissions needed for the proposed system and any grants or other financial incentives available for that work;
 - The chance to approve site designs before the work starts;
 - A written estimate of how the system will perform, calculated according to the MCS Solar PV installer standard;
 - Clear information about any work you need to do before the installation can begin and about when that work needs to be carried out;
 - As members of the RECC Scheme we must have appropriate insurance to cover possible third-party damage, which may be caused by any of our activities in supplying a solar installation to you.

Our standards of work and service

- 2.2** We agree to carry out the installation with all reasonable skill and care and according to the timetable that we agree with you. The goods we supply will:
- Be of satisfactory quality;
 - Be fit for purpose; and,
 - Operate as we described to you.
- 2.3** We will keep you informed at all times as to the work that we will be carrying out and will promptly answer any questions that you have about your installation.
- 2.4** We will comply with the relevant MCS installer standard. A copy can be found on the MCS website under installer standards (<http://www.microgenerationcertification.org/installers/installers/installer-standards>).

3 The timetable and delay

- 3.1** If we have not already agreed installation dates with you then we will do so shortly. Once we have agreed those installation dates then we will honour them.
- 3.2** If the agreed installation cannot take place on the agreed date for reasons within our control then you are entitled to cancel and obtain a full refund.
- 3.3** If the agreed installation cannot take place on the agreed date for reasons within your control but not within our control then we may charge you reasonable costs. If the installation is delayed or lasts longer than expected for any reason within your control, we will adjust the price accordingly. We will seek to accommodate small delays without adjusting our prices but it may not always be possible for us to do so.

- 3.4** If delays occur for reasons beyond our or your control then we will complete the work as soon as possible.
- 3.5** At the end of the Contract we will give you copies of all relevant guarantees, test certificates and other relevant paperwork related to your goods and installation. We aim to give you this within seven days of the installation being completed.
- 3.6** If we do not provide your MCS certificate within 28 days of your installation then we will pay you compensation equivalent to the Feed In Tariff revenue for the period until we provide the certificate.

4 Your main obligation to us

Payments

- 4.1** You will pay us the sums due to us in the timescales agreed. Any advance payments will only be used to carry out your installation, for example to purchase goods.
- 4.2** We will usually require three payments as follows:
- A 20% deposit (payable immediately);
 - A 35% payment 3 weeks before the installation;
 - A 45% final payment upon installation.
- 4.3** We explain in the Quotation when further invoices will be sent and the amount due for each payment. We will issue you with an invoice 7 days before you are required to pay any instalments.
- 4.4** If we fall into receivership, administration or bankruptcy your deposit and advance payment, if any, will be **fully** protected as detailed in paragraph 6.2 below.

Final Payment

- 4.5** The balance outstanding on the Contract price is due on completion and commissioning of the installation. We will issue you with a final invoice when the work is complete and has been commissioned. You will pay that final amount within seven days of that invoice being given to you.

Consequences of late payment

- 4.6** If you fail to pay the amount specified in an invoice by the due date then we may:
- 4.6.1** Charge interest until the full amount is paid. The interest rate we charge will be 3% above the base rate set by the Bank of England.
- 4.6.2** Cease, temporarily suspend, or refuse to start, work on your installation.
- 4.7** If you are in breach of the Contract because you have failed to make an agreed payment, and we have suspended work on the installation then:
- 4.7.1** We are entitled to recover any additional costs we incur; and
- 4.7.2** We may require you to return to us any goods that we have installed or which are in your control or possession and which we have provided.

5 Your other obligations to us

- 5.1** You must obtain all relevant permissions (such as planning and building consents) that are necessary before we start work on the installation. We are not required to check whether you have secured any permission or that they are adequate. We are entitled to assume that you have done so. However, if we ask to see those permissions (and related drawings and/or specifications) you must make those available.
- 5.2** You must provide us with accurate information as to your property in response to any questions that we ask. Accurate information is important to our preparation of the quote and planning of your installation. If you do not know any information that we request then you should tell us that you do not know.
- 5.3** You must agree to provide us with adequate working conditions during the installation including:
- Water, washing facilities and toilets;
 - Electricity supply;
 - Adequate storage space;
 - Safe and easy access to your property from the public highway;
 - Easy access to the location within the property where the installation is to take place by removing all belongings.
- 5.4** You, or a contractor you employ, may need to carry out preparatory work before an installation can start. If so, we will describe this to you in writing in advance of the installation. This work must be finished before the agreed date on which installation work is due to start. This work must be undertaken by competent persons and must be of the necessary quality for the installation. If this preparatory work is not finished before the agreed date on which the installation is due to start, then we may choose to treat this as a delay caused by you.

6 Delivery, title and risk

- 6.1** We will deliver the goods to the location detailed in the Quotation.

Deposit and Advance Payment Insurance Scheme

- 6.2** For peace of mind, your deposit and advance payment will be fully insured through an insurance scheme provided by QANW in partnership with Renewable Energy Assurance (REA). There is no cost to you of that insurance as it is provided to you for free as a result of our membership of REA. We will register your deposit with QANW as soon as we receive it and the insurer will send you postal confirmation of your insurance. In this way, your money will be protected should we fall into receivership, administration or bankruptcy before the goods have been delivered or the installation carried out.

The Client Account

- 6.3** We will place your deposit, and any advance payment made before the goods have been delivered to your property, in a special “client” account.
- 6.3.1** This money will only be used for work carried out under the Contract for example to purchase goods for your installation.
- 6.3.2** If we fall into receivership, administration or bankruptcy then any money in that dedicated bank account that you have paid will be returned to you or, if you prefer, passed to another supplier who will complete the work.

6.3.3 Where your money has been used to make specific purchases on your behalf, then legal title to those goods, or the proportion of them you have paid for, will pass to you.

Goods belonging to us

- 6.4** Goods belonging to us may be delivered to your property before the installation. We will only do that with your agreement. In that case, the goods will belong to us until we have received payment in full from you and you must look after them for us. Any goods delivered to you in advance of the installation are held by you at your risk.
- 6.5** If the Contract is terminated early then you must return and deliver the goods to us or allow us to take them back.

7 Change of work

- 7.1** If, after paying the Deposit, you want to make changes to the proposed installation then you must inform us in writing of any changes you propose. We may be able to incorporate your changes into the installation provided that:
- It is technically possible;
 - We have the necessary resources;
 - The necessary permissions are in place.
- 7.2** If we agree to this change of work you must confirm this in writing within 14 days of us agreeing to the proposed change.
- 7.3** We will charge you for additional costs arising from your changes but:
- Will let you know in advance what those additional costs will be and;
 - Will try to keep them to a minimum.

8 Our fixed price quote policy

- 8.1** Joju operates a fixed price quote policy. Once we have given you a quotation and you have paid a deposit then we will honour that quotation.
- 8.2** However, where changes to your installation are required as a result of new information that was not provided to us at the time of the Quotation or as a result of any delay caused by you then we may need to make additional charges. In that case we will tell you in advance that this is the case and discuss with you how you wish to proceed.

9 Complaints

RECC Assurance Scheme Consumer Code

If you want to complain about the standard of service you have received, or about any other aspect of the contract, you should use the following procedure:

- You must tell Joju about any complaint you have as soon as possible, and no later than three months, after you have first noticed the problem;
- We will consider the details of the complaint and report the findings clearly to you within seven working days of receiving the complaint;
- If appropriate, we will arrange to inspect your system, within seven days of receiving the complaint, and within 24 hours of receiving the complaint where you are without heating or hot water as a result of the situation that has led to the complaint;
- We will try to find an agreed course of action to resolve the complaint speedily and effectively to your satisfaction;
- If you are not satisfied with the remedy offered by Joju, and the complaint is (partly or wholly) about technical aspects of the installation of an energy generator, you should direct it to the relevant MCS installer certification body:

Certsure

Warwick House
Houghton Hall Park
Houghton Regis
Dunstable
LU5 5ZX

Phone 0870 013 0382
Fax 01582 539090
Email enquiries@certsure.com
Website www.certsure.com/about-us/

- If the RECC Code administrator receives a complaint from you that is about technical aspects of the installation of an energy generator, the RECC Code administrator will forward it to the relevant MCS installer certification body, having first obtained your permission to do so;
- If you are not satisfied with the remedy offered by Joju, and the complaint is about any other issues linked to the Code, you should direct it to the Code administrator by completing the online complaints registration form: <http://www.recc.org.uk/complaint-form>;
- Or by requesting a hard copy from the RECC Code administrator;
- The Code administrator will check you have already given Joju the opportunity to resolve the complaint; If satisfied the RECC Code administrator will register and acknowledge the complaint within seven days of receiving it, and will also notify Joju of the complaint;
- Joju will not take action through the courts without first trying to solve the problem as set out in this section;
- If the complaint has not been resolved using the procedure set out above the RECC Code administrator will assign the complaint to one of its complaint handlers who will mediate between you and Joju, taking the facts of the matter into account and using their best endeavours to suggest an acceptable solution;
- In the event that the complaint cannot be resolved with the assistance of the RECC Code administrator's complaint handlers, either Joju or you may request to use the independent conciliation or arbitration services set out below.

You may use a consumer representative or observer to help deal with a complaint. In this case, Joju must co-operate fully with this person.

In the event that the complaint is of a technical nature the scheme administrator (RECC) will seek your consent for the details to be shared with the relevant MCS certification body and the relevant trading standards department.

10 Warranty and guarantee

10.1 The goods we supply and any installation carried out by us will:

- Be of satisfactory quality;
- Be fit for purpose; and,
- Operate as we described to you.

10.2 We provide a separate workmanship warranty, please find details below.

11 Manufacturer's product warranty

11.1 Most Products supplied by us come with the benefit of a manufacturer's product guarantee. Where a claim in respect of any of the Products is notified to us by you in accordance with our Terms and Conditions, then we will liaise with the manufacturer and use all reasonable endeavours to secure a replacement of the Product or the part in question) or (at the manufacturer's discretion) a refund of the price of the Product (or a proportionate part of the price), in which case we will have no further liability to the Customer.

12 General legal

12.1 The copyright and all other intellectual property rights of whatever nature in any designs, artwork, photographs, digital images or other material produced by us in connection with your installation are and shall remain our property.

12.2 If we waive any breach by you of any of these terms it shall not be deemed to be a waiver of any subsequent breach or default and shall not affect these terms and conditions.

12.3 No term of the Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than Joju or you.

12.4 This Contract is governed by English Law and the parties jointly submit to the exclusive jurisdiction of the English Courts.

12.5 If any part of the Contract is found by a court or other competent authority to be void or unenforceable then the remainder of the Contract shall remain valid.

We recommend that you read the RECC Code, it is available at www.recc.org.uk