

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

'We' or 'Us' means	Joju Ltd (trading as Joju Solar)
'You' means	You the customer ('the Customer') named in the Quote 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 our Quote together with any signed contractual addenda. These terms override any other agreement between the parties. No variations shall be valid unless confirmed in writing by us.
'The Quote' means	The Quote provided by us setting out details of the proposed installation and agreed by you.
'The Price' means	The price and the Payment Schedule are as stated in the Quote.

1. Price and Payment

- 1.1. All prices exclude VAT unless otherwise stated.
- 1.2. All payments must be made by you in accordance with the Payment Terms in the Quote.
- 1.3. No materials or labour will be ordered or allocated until a contract has been signed and an initial payment received. Failure to sign the contract or pay the initial payment at a sufficiently early stage may lead to delay for which we cannot be responsible.
- 1.4. No discounts on the price or retentions of payment shall be given or made unless specifically agreed in writing before the Contract is entered into.
- 1.5. If you fail to pay the amount specified in an invoice by the due date then we may:
 - 1.5.1. 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.
 - 1.5.2. cease, temporarily suspend, or refuse to start, work on your installation.
- 1.6. 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:
 - 1.6.1. we are entitled to recover any additional costs we incur; and
 - 1.6.2. 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.
- 1.7. The Price under this Contract is a fixed price. However, where changes to your installation are required as a result of
 - 1.7.1. new information that had not been provided to us at the time of the Quote and which you ought reasonably to have provided or as a result of
 - 1.7.2. any delay caused by you then we may need to make additional charges. In that case we will seek to agree any such price change on a good faith basis.

2. Scope of works

- 2.1. The Goods and Services to be provided by us are set out in the Quote.
- 2.2. The Quote is based on facts known to us at the time of its preparation including information provided by you. Subsequent information provided by you may result in changes of circumstances meaning that the Goods or Services to be provided may need to be redefined.

3. Warranty, Liability and Indemnity

- 3.1. We agree to provide the Services (including the planning, installation and commissioning of any system) with all reasonable skill and care.
- 3.2. The Services we provide will be performed with reasonable skill, care and diligence in accordance with accepted professional standards and practices current at the time of delivery of the Services.
- 3.3. Our aggregate liability to the Customer, whether for negligence, breach of contract, misrepresentation or otherwise, shall in no circumstances exceed the Price.
- 3.4. Our workmanship warranty is supplied as a separate document.

4. The timetable and delay

- 4.1. The estimate date for commencement of the Services and the estimated period for delivery of the Services are as stated in the Quote (where known). We will endeavour to ensure delivery of Goods and Services in accordance with those dates and timescales.
- 4.2. Unless otherwise agreed in writing time shall not be of the essence.

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 permissions 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 Quote.
- 6.2. Unless otherwise agreed, risk in all Goods passes to you on delivery to site and you will be responsible for storage of the Goods.
- 6.3. Notwithstanding delivery and passing of risk, but subject to paragraph 6.4, the Goods remain the property of Joju Ltd until you pay us the agreed price for the Goods and until no further sums whatsoever are due from you to us. If full payment is not received within a reasonable time we reserve the right to remove the Goods and you give us permission to enter the property to do so.

- 6.4. Where monies paid by you have 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.
- 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 Specification

- 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 may charge you for additional costs arising from your changes but:
 - will let you know in advance what those additional costs will be;
 - will only proceed with such additional works where you have agreed in writing; and
 - will endeavour to keep them to a minimum.

8. Disputes

- 8.1. If a dispute arises under this Contract which cannot be resolved by agreement then both parties shall refer the matter to an arbitrator agreed between the parties or failing agreement to an arbitrator appointed by the President of the Chartered Institute of Arbitrators.

9. General provisions

- 9.1. 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 the planning, carrying out or commissioning of your installation are and shall remain our property.
- 9.2. 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.
- 9.3. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract and no person other than us and You shall have any rights under this Contract.
- 9.4. This Contract is governed by English Law and the parties jointly submit to the exclusive jurisdiction of the English Courts.
- 9.5. 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.
- 9.6. If we are prevented from or delayed in the carrying on of our business generally or the work under this contract specifically due to circumstances beyond its reasonable control including, but not limited to, acts of God, war, national emergency, government actions, protests, riot commission, fire, explosion, flood, labour disputes (whether or not related to either party's work force, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, for a period in excess of 90 days then we shall be entitled to give notice in writing to terminate this contract.

Signed (for and on behalf of the Customer)

Signature:

Name:

Position:

Date:

Signed (for and on behalf of Joju Ltd)

Signature:

Name:

Position:

Date: