

JSPM Property Development Limited

Terms and Conditions

1. Definitions:

1.1 JSPM Property Development Limited will be referred to throughout this document as "JSPM" from this point onwards.

1.2 Renewable technology are technologies that include the Solar Thermal Hot Water Systems, Solar PV Electricity Generation Systems, Rain and Grey Water Harvesting Systems, Wind Power Generation, Air Source and Ground Source Heat Pumps, Micro Hydro Power Generation, Biomass Fuel Heat Generation and any other future renewable technology identified by Her Majesties Government of England and Wales.

1.3 Contracts will normally be in the form of a typed document, either in paper form or on some occasions they may be e-mailed. On rare occasions a contract may be verbal. Such rare occasions will be if urgent or immediate works are required.

1.4 The term "misuse" can be considered as use not in accordance with the manufacturers instructions or guidance contrary to that provided by JSPM at the time of commissioning or handover.

1.5 The term an "act of god" can be considered as incidents resulting in adverse or severe weather conditions such as floods, heavy winds, heavy rain or snow etc. This list is not exhaustive. The established legal term is stated as *"An event which is caused solely by the effect of nature or natural causes and without any interference by humans whatsoever"*

2. Pre-Works:

2.1 Ordinarily JSPM will attend the clients site where the proposed works are to be completed. JSPM will conduct an inspection / survey of the proposed works and will discuss the clients requirements either with the client or an agent appointed by the client.

2.2 On occasions a verbal estimate may be given but this is not binding and subject to change after proper research is carried out by JSPM away from site.

2.3 JSPM will normally provide a written estimate to the client within 14 days of the site visit. If the time period is longer then JSPM will inform the client at the earliest opportunity.

2.4 A written estimate may form part of or the entire contract between the client and JSPM. Therefore the document may need to be signed by the client in order for the works / installation to commence.

2.5 An estimate as opposed to a quotation will only ever be supplied. This is because the true cost of the works/installation often can not be accurately calculated until removal / destructive works have taken place, for example removal of plaster from walls, removal of floor boards / floor coverings, commissioning of appliances into existing systems. In such cases further works may be necessary due to existing failures in structures, systems and appliances.

2.6 If an increase of costs is needed due to further revealed works then this will be discussed in detail with the client and agreed before the additional / remedial works commence.

2.7 Contracts will normally be accompanied with a copy of the terms and conditions. When a client signs or verbally agrees to a contract they are also accepting the terms and conditions of JSPM.

3. Payments:

3.1 A deposit equating to 25% of the total estimate value of works will be due upon commissioning of JSPM to complete works and 14 days prior to installation / works start date.

3.2 Upon the payment of the deposit a written contract will need to be signed by the client or their nominated agent and an authorised signatory of JSPM.

3.3 For renewable technology installations the 25% deposit will be held in a client account and will not be used prior to the completion of the installation.

3.4 The 25% deposit will be refundable if works are not carried out due to a decision taken by JSPM and not a decision made or instigated by the client.

3.5 The 25% deposit will be refundable within the statutory 7 working day cooling off period upon signing of any contract with JSPM for the completion of works, should the client decide not to proceed with works.

3.6 JSPM reserve the right to make the 25% deposit non refundable if the client decides not to have the work completed after the signing / agreement of contracts, after the 7 working day cooling off period and after the 14 days (i.e. 13 days or less) prior to the commencement of works.

3.7 JSPM reserve the right to change the terms of the deposit by either requesting a payment for materials and / or reducing the period in which the deposit is due (e.g. deposit due on the day the works / installation commence), regardless of whether it is more or less the normally requested 25%. Any such change will be detailed in the written estimate provided to the client by JSPM.

3.8 Staged payments may be requested by JSPM during the works / installation period. Such staged payments will be detailed in a written schedule provided to the client by JSPM 14 calendar days prior to the installation / works start date.

3.9 Any outstanding payments will be made to JSPM by the client on the last day of the works / installation and upon the handover of the works/installation to the client by JSPM.

3.10 Any outstanding payment not made in accordance with paragraph 3.9 above may be subject to an administration /delayed payment fee of 5% per 7 calendar days of delayed payment. Notification of additional fees will be made in writing by JSPM after the first period of 7 calendar days has elapsed and before the following 7 calendar days.

3.11 All goods and materials supplied and where on occasion installed by JSPM, or subcontractors working on behalf of JSPM, will remain the property of JSPM until all outstanding payments are made.

3.12 In the event of outstanding payments not being made by the client JSPM reserve the right to remove / recover any goods and materials supplied and where on occasion installed by JSPM, or subcontractors working on behalf of JSPM, to the value of the outstanding payments.

4. Warranty & Guarantee:

4.1 The full "Customer Warranty for Installation Services" document will be supplied to the client upon completion of the installation and when all final payments have been made.

4.2 The "Customer Warranty for Installation Services" document should be viewed for complete details and is available to any enquirer upon request.

4.3 All works / installations carried out by JSPM or Sub Contractors to JSPM will contain a 12 month JSPM workmanship and parts warranty.

4.4 The 12-month JSPM warranty is in addition to any related consumer rights the client may have as a result of the works / installations.

4.5 JSPM will not guarantee or include in their warranty/s works, installations, or materials made or used that were completed by a company, individual or other contractor not employed or subcontracted by JSPM that was present prior to the works completed by JSPM, but were necessary in order for JSPM to complete their related works / installation.

5. Maintenance Service & Repairs:

5.1 Where a maintenance service of the works / installation is required, such a requirement will be detailed in the handover / commissioning documentation provided to the client at the completion of the works / installation.

5.2 Where required a maintenance service will be carried out by JSPM 30 days prior to the 12 month anniversary of the works / installation. The maintenance service will be included within the initial fees paid by the client when the works / installation was completed.

5.3 When maintenance of the works / installation is required and repairs or service is needed as a result of accidental or malicious damage, misuse or what is termed as an "act of god" then JSPM will charge an appropriate fee to complete the works, regardless of whether the incident occurs within the 12 month period after installation / commissioning / handover.