

## Summary

This Contract Of Sale covers the purchase, installation and registration of Tesla Powerwall for **£9,400** (inclusive of VAT) through The Phoenix Works (sister company of Tonik).

Your installation will be proceeded by a Technical Home Survey, during which we will make essential checks to confirm that there are no non-standard requirements which we cannot meet.

We aim to complete installations in **1-day**, minimising any disruption to you.

## Our obligations to you

- We will carry out the work with all reasonable skill and care and within six months of acceptance of this contract.
- We will provide you with a guarantee that covers both the installation and the goods installed.

## Your obligation to us

- You agree to our payment terms as per below:

|      |   |
|------|---|
| £400 | Deposit   |
| 75%  | On Delivery of Materials (net the deposit amount) |
| 25%  | Completion of works                               |
- All payments must be paid within seven days of invoice.
- It is your responsibility to get the necessary permissions and approvals for the work to take place. If required, we will help you do this.
- If you fail to pay on time we may stop work and charge additional costs.
- If you cause the work to be delayed, we may stop work and charge reasonable additional costs.

## Right to cancel

- You can cancel this contract and receive a full refund of your deposit by sending written notice no later than **fourteen days** after the date on which this contract was agreed; this right is known as the “Cooling off period”.
- You can cancel this contract if there is a serious delay to your installation, defined as more than six months, and you will be entitled to a full refund of your deposit.
- If you cancel after fourteen days you will not be entitled to your deposit returned, however if you have paid your 75% this will be returned to you, less any fees we may have incurred which are not covered by your deposit. Past this point either party may cancel by written notice at any time if the other party:
  - a. Is in serious breach of their obligations
  - b. Becomes insolvent, or has a liquidator, receiver, manager or administrator appointed

- We can cancel this contract if, upon closer inspection, we discover that your installation requires significant additional and unexpected work. If we cancel this contract we will offer you a full deposit refund.

## 1. Acceptance of proposal

1.1 We will rely upon the written terms set out here in the Contract. Please read them carefully before signing them. If you need any explanations about these terms please write or telephone us at the address and telephone number provided. If any amendments to this Contract are required you must confirm these in writing and they must be agreed by an authorised representative of this Company.

This agreement is governed by English law and the English courts or by the law and the courts governing where your property is if this is outside England or Wales.

## 2. Our obligation to you

2.1 We agree to carry out the work with all reasonable skill and care in the planning, installation and commissioning of the system described in the Quotation. The goods we supply must be of satisfactory quality, be fit for purpose and operate as we described to you.

2.2 Nothing in these Terms and Conditions will absolve The Phoenix Works of its duties and responsibilities under the law in regard to health and safety.

2.3 At the end of the contract we will give you any guarantees, test certificates and other relevant paperwork related to your goods and installation. This will be contained within the completed installation email.

## 3. Your obligation to us

### Final Payment

3.1 The balance outstanding on the contract price is due on completion of the installation. We will issue you with an invoice when the work is complete. We require the final balance to be settled within **7-days** of invoice.

3.2 You will not be entitled, due to any alleged minor defect, to withhold more than a proportionate amount of the outstanding balance. If you do withhold any amount after the due date because of any alleged minor defect you must give us notice before the final date on which payment is due. In that notice you must also state the reasons you are withholding the payment.

3.3 You must obtain all relevant permissions (such as planning and building consents) that are necessary before we start work on the installation. If we ask to see those permissions (and related drawings and/or specifications) you must make those available.

### Supply of services

3.4 You agree to provide the following for our use free of charge:

- Water, washing facilities and toilets
- Electricity supply
- Adequate storage space (if required)
- 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, this may involve moving personal belongings from work areas

3.5 If any parts or units needed to complete the work are delivered to you before our installation, you will ensure that it is stored in a safe, dry environment and will take care not to damage or permit any damage to any such parts. You are responsible for all risk including any damage, or loss of any parts of the System once they are delivered to you and before we install them.

3.6 You, or a contractor you employ, may need to carry out preparatory work before the installation described in the Quotation can start. If so, we will describe this to you in writing. This work must be undertaken by competent persons and must be of the necessary quality for the installation.

### Price

3.7 The Quotation is based upon taxes payable at the date of the Quotation. If changes occur to the tax payable after the date of the Quotation, then the price shall be adjusted accordingly.

3.8 The price for the work is as stated on the Quotation. This price is subject to change if on arrival on site, more work than originally specified is deemed necessary.

## 4. Change of work

4.1 If, after signing the contract, you want to change the work, you must consult with us first. 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

4.2 If we agree to this change of work you must:

- Confirm this in writing
- Do so within 14-days of when you first notify us

4.3 We will then adjust the price:

- By written agreement beforehand, if possible; or if not then
- By later written agreement; or if not then
- By referring to any priced documents, if this applies; or if not then
- By a reasonable amount for the work done or goods supplied

4.4 Every change that means extra or revised work (as opposed to changes that leave something out) may incur extra costs. We will keep those costs to a minimum.

## 5. Unexpected works

5.1 Should, due to circumstances beyond our control, unexpected works be required we will detail the costs that would result.

5.2 Where unexpected work arises, we will tell you and ask how you want us to proceed. Section 4.2 of this Contract will apply should you request that we proceed.

## 6. Changes to agreed timetable

6.1 We will make every effort to complete the work by the time agreed with you. You must appreciate, however, that sometimes delays may occur for reasons beyond our control, especially when third parties are involved. We cannot be held responsible for those delays. If such delays occur we will complete the work as soon as possible.

6.2 In the case of major delays to the delivery of goods then you will be entitled to cancel the Contract as detailed in the 'Right to Cancel' section.

### Consequences of delay caused by you

6.3 We will seek to accommodate small delays without recourse to compensation.

## 7. Cancellation of contract

Your rights

7.1 As detailed above in section 'Right to cancel', you can cancel this contract by sending us written notice no later than fourteen days before work is scheduled to begin.

7.1.1 If you cancel this Contract after the period referred to in section 7.1 of this Contract then you may have to pay compensation for costs or losses reasonably incurred. We will try to keep those costs to a minimum.

7.1.2 If there is a serious delay to the delivery of goods for reasons that are outside your control, defined as more than 6 months from the date on which this contract was agreed, then you will be entitled to cancel the contract and receive a full refund.

## 8. Disputes

8.1 If the customer wishes to complain about the quality of the equipment, the installation, the advice given, the standard of service or any other aspect of the contract, the customer must first attempt to resolve this through the company's internal complaints procedure.

8.2 In the event of any dispute arising during the course of or subsequent to completion of the Contract the customer will not be entitled to withhold payment in excess of an amount representing the reasonable cost of the work required to rectify or replace any allegedly defective Works which are the subject of the dispute.

8.3 Should any dispute not be resolved internally the client has the right to raise an alternative dispute resolution via the NICEIC or Which Trusted Traders. Any dispute specific to online activities should be submitted via <http://ec.europa.eu/consumers/odr/>

## 9. Warranty, Liability & Insurance

### Warranty Statement

9.1.1 Unless stated otherwise in writing, The Phoenix Works warrants that the services will be supplied in accordance with the specification and will be free from defects in workmanship for a period of **three** years from the date of completion of the installation; unless specifically stipulated, guarantees and warranties are **not** insurance backed. The Client should advise The Phoenix Works in writing of any breach of this warranty within 14-days of discovering such breach and confirm that they wish to make a warranty claim for rectification of the defect.

9.1.2 In the event of a valid warranty claim by the Client, The Phoenix Works shall be entitled, at their discretion, either to repair or replace the defective part of the installation free of charge and The Phoenix Works shall have no further liability to the Client in particular in respect of consequential loss.

9.1.3 The Phoenix Works shall not be liable for any indirect or consequential losses arising from the provision of the installation, including without limitation, any delays, loss of use or loss of profits.

9.1.4 The Phoenix Works accepts no liability for any effect that drilling, grouting, trenching or other ground works may have on foundations, services or structures and the Client should arrange for his other consultants to advise on the potential impact of such works and approve the position and construction of such works (if applicable).

9.1.5 The Phoenix Works shall be reliant upon information provided by the Client, their Architects, Engineers and other contractors and no liability is accepted by The Phoenix Works for the adequacy or correctness of such information.

9.1.6 The Phoenix Works will maintain an appropriate level of insurance to meet its legal liability for injury to their own personnel, injury to third parties or damage caused to the property of others in the course of work under the services to be provided.

9.1.7 We do not manufacture the equipment or components and cannot ourselves warrant or guarantee their performance. The principal devices within the system each come with a manufacturer warranty. These warranties cover manufacturing faults, satisfactory quality of the equipment within the meaning of the Supply of Goods and Services Act 1982 and fitness for the purpose for which the equipment is designed. If you need to make a claim under the warranty we will administer this process on your behalf and ensure that your claim is dealt with appropriately by the equipment provider.

### Warranty Exclusions

9.2 If, in The Phoenix Works' sole judgment, the system has been subject to misuse, neglect or accident, or has been damaged through abuse, alteration, failure to follow The Phoenix Works' or the manufacturers' operation or maintenance instructions, or repaired by anyone other than The Phoenix Works and its authorised dealers/installers, this warranty will not be applicable. This warranty does not cover damage due to acts of God, power failures, lightning, fire, flood, severe weather, hailstorms, insect and pest infestation and other events reasonably beyond The Phoenix Works' control. Warranty coverage does not include any transportation costs for the return of components or for re-shipment of any repaired or replaced components.

## 10. Contact Details

10.1 Our correspondence address is:

**The Phoenix Works  
Unit 59-62R – Springfield Commercial Centre  
Bagley Lane  
Farsley  
LS28 5LY**

10.2 If you wish to cancel the contract or have any comments or complaints about the work, letters or other communications should be addressed to Customer Services, either by writing to the address given in Paragraph 10.1, or by email to: [cs@thephoenixworks.com](mailto:cs@thephoenixworks.com)

## 11. General

11.1 If you provide us with incorrect measurements or any other incorrect information and we rely on this in preparing the order we reserve the right to increase our price to cover the reasonable cost of making good any errors or any additional work required because of them. Any price increase will be discussed with you before proceeding.

11.2 We reserve the right to take photographs of the ongoing and completed works and use said images in future promotions and through Social Media channels. If you wish us to refrain from publishing images of the works we require notification in advance, in writing.

# Contract of Sale



## 12. Payment Details

12.1 Please make cheques payable to: **“Phoenix Renewables Ltd”**

12.2 Please use the bank details below for all BACS payments:

Bank: **Barclays PLC**  
Account name: **Phoenix Renewables Ltd T/A The Phoenix Works**  
Account: **83902536**  
Sort code: **204842**