

# **STAG ASSIST**

-STAG SOLAR SOLUTIONS LTD-

#### YOUR SYSTEM IS PROTECTED

A Stag Assist policy

# COVERS ALL LABOUR AND SHIPPING COSTS

associated with the repair or replacement of any product failure within it's warranty period.

#### WHAT ARE WE OFFERING TO COVER?

All major components below the roof (Inverter, battery, Consumer units, meters etc) supplied by Stag Solar Solutions Ltd are covered by original manufacturer's warranties ranging from 3 - 30 years.

We also warranty our workmanship from defect for 2 years.

#### The Problem?

If you were unlucky enough to have a manufacturers product fail within its warranty period, this would not be classified as a defect in our installation so we cannot accept responsibility for it, or the costs associated with replacing it. Of course, the manufacturer should provide a repair or replacement, but the labour and shipping elements of that replacement will not be covered by them.

#### The Solution?

A Stag Assist policy that covers all labour and shipping costs associated with any product failing within its warranty period.

No stress, no drama, no open cheque book.

Just a low monthly payment that provides cover and peace of mind!

# DOES IT COVER ANYTHING ELSE?

Yes, in fact a great many things...

# A check-up every 3 years for the electrical element of the installation.

Recommended by MCS and other governing bodies for all Solar PV and electrical systems. Our standard charge for this service is £195 + VAT but it's included Free of Charge with all policies. Stag Solar Solutions will also manage the scheduling of this and we will contact you to arrange it every 36 months.

## **Engineer based system monitoring**

A weekly check on your system remotely for any errors or faults. We often know before you do if there is a problem and will contact you to arrange any needed investigative or remedial works.

## **Telephone Tech Support**

For any future needs (Help downloading apps on new devices, Reconfiguring Wi-Fi when router details change, advice on supplier tariffs and compatibility of add-ons in the future).

# What about products installed above the roof?

# For just £5 more a month you can have Stag Assist+.

This gives cover for repair or replacement of hardware above the roof such as panels, optimisers and micro inverters. (These items are not covered by the base product). You also get access to our out of hours emergency contact number (Main number with PIN protected option).

If you experience an emergency out of normal office hours, who would you be able to call or contact? If you were able to contact anyone, what would they charge to provide assistance? This is not something you will need to be worried about with the Stag Assist+ warranty product.



-STAG SOLAR SOLUTIONS LTD.-

# WARRANTY HARDWARE REPLACEMENT & LABOUR COST BREAKDOWN

- Example: Our advertised pricing for a single engineer call out is £95 + VAT for 30 minutes on-site.

  This would cover an investigative call out for one engineer to prove a hardware fault.
- A second visit to remove would be £135 + VAT assuming the equipment can be safely removed by one engineer. However many hybrid inverters and batteries weigh more than the 20kg considered safe for a single person to handle, therefore requiring two engineers and doubling the cost. (£270 + VAT)
- A third visit to replace the unit would be £175 + VAT for a call out plus an additional 60 minutes, assuming
  the equipment can be safely re-installed by one engineer. However, many hybrid inverters and batteries
  weigh more than the 20kg considered safe for a single person to handle, therefore requiring two engineers,
  thus doubling the cost. (£350 Plus VAT)
- Therefore a one man only process will typically cost £95 + £135 + 175 + VAT (£486) and a two man process
   would cost £95 + £270 + £350 + VAT (£858)
- Return shipping on a hybrid inverter is around £40+VAT Return shipping on a battery requires a pallet at £80-£120+VAT. So total costs can be anywhere from £550 to £1000.

STAG SOLAR SOLUTIONS LTD.

WWW.STAGSOLAR.COM OR 01621 983 135

1A Benbridge Trading Estate
Holloway Road
Maldon, Chelmsford
Essex, CM9 4ER



.....

# **Application and Entire Agreement**

- 1. These Terms and Conditions apply to the provision of the Stag Assist Gap Labour Warranty provided by Stag Solar Assist Limited a company registered in England and Wales under number 15243990 whose registered office is at 1A Benbridge Industrial Estate, Holloway Road, Essex, CM9 4ER (we or us or Service Provider) to the person buying the services (you or Customer).
- 2. You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotation (the Contract) are the entire agreement between us.
- 3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

#### Interpretation

- 1. A "business day" means any day other than a Saturday, Sunday or bank holiday in England and Wales.
- 2. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
- 3. Words imparting the singular number shall include the plural and vice-versa.

#### **Services**

- 1. The **Stag Assist** warranty product provides cover for labour costs that would have been due when handling faulty hardware still covered by the original manufacturer's warranty and installed **below roof level**. It is subject to the terms of the manufacturers own warranty terms and conditions. Stag Assist is exclusively available to customers whose systems have been installed by Stag Solar Solutions Limited.
- 2. Where paid for **Stag Assist+** (plus) will provide labour and access cover for replacement of panels and equipment **above roof level** still within the manufacturer's warranty. Stag Assist+ is exclusively available to customers whose systems have been installed by Stag Solar Solutions Limited.
- 3. Both **Stag Assist and Stag Assist+** products include a tri-annual (every 36 months) electrical inspection of all system components that are accessible without the use of additional access equipment. IE. It does not cover inspection or testing of the solar panels themselves or cabling on or above the roof.
- 4. Where paid for the **Stag Assist+ (plus)** product provides an **out of hours emergency contact number** Explicitly for use in emergencies only.

- 5. Stag Assist and Stag Assist+ can only cover hardware installed by Stag Solar Solutions Limited. Where a battery system has been added to an existing solar PV system and Stag Assist or Stag Assist+ are taken only the battery system installed by Stag Solar Solutions Limited will be covered. Where a Solar PV system has been added to an existing battery system installation and Stag Assist or Stag Assist+ are taken only the PV system installed by Stag Solar Solutions Ltd will be covered.
- 6. We will use all reasonable endeavours to complete the performance of the Services within the time agreed; however, time shall not be of the essence in the performance of our obligations. We will respond to all fault reports within 14 working hours, we will where needed attend site to investigate with-in 10 working days. Subject to manufacturer guidance we will aim to remove faulty hardware within 14 working days of original report and fit replacements with-in 14 working days of receipt of replacements.
- 7. For Installations using additional networking hardware such as routers, hubs or WiFi signal boosters these items (hub, router, booster) will not be covered by either Stag Assist or Stag Assist+.

# **Your Obligations**

- 1. Upon initial report you must provide on-site information as requested and be willing to follow instructions to resolve the fault using telephone or email only support initially.
- 2. You must obtain any permissions, consents, licences or otherwise that we need and must give us with access to any and all relevant information, materials, properties and any other matters which we need to provide the Services.
- 3. You must not move, alter, modify, add to or remove from the existing installation unless explicitly requested to as part of guidance or instructions from a Stag Solar representative. Any such modification or alteration will void your cover under this warranty.
- 4. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (Your obligations).

#### **Fees**

- 1. The fees (Fees) for the Services are set out in the attached Stag Assist Terms Document.
- 2. The Fees are free of VAT. If this rate alters the fees will be adjusted to reflect the new rates.

#### **Cancellation and Amendment**

- 1. We can withdraw, cancel, or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 14 days from the date of the quotation, (unless the quotation has been withdrawn).
- 2. Either us or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.
- 3. If, due to circumstances beyond our control, including those set out in the clause below (Circumstances beyond a party's control), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

#### **Payment**

- 1. Payment will be by direct debit paid monthly in advance (IE. 30th May direct debit to cover the Month of June, 30th June direct debit to cover the month of July).
- 2. Time for payment shall be of the essence of the Contract.

- 3. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
- 4. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you.
- 5. Receipts for payment will be issued by us only at your request.
- 6. All payments must be made in British Pounds unless otherwise agreed in writing between us.

# **Sub-contracting and Assignment**

- 1. We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.
- 2. You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

#### **Termination**

We can terminate the provision of the Services immediately if you:

- 1. commit a material breach of your obligations under these Terms and Conditions; or
- 2. fail to make payment of any amount due under the Contract on the due date for payment; or
- 3. are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
- 4. enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
- 5. convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

#### **Intellectual Property**

We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

#### **Liability and Indemnity**

- 1. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section.
- 2. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.

- 3. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:
  - a) any indirect, special or consequential loss, damage, costs, or expenses or;
  - b) any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
  - c) any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
  - d) any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
  - e) any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.
- 4. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.
- 5. Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

#### **Data Protection**

- 1. When supplying the Services to the Customer, the Service Provider may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Customer.
- 2. The parties agree that where such processing of personal data takes place, the Customer shall be the 'data controller' and the Service Provider shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time.
- 3. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
- 4. The Service Provider shall only Process Personal Data to the extent reasonably required to enable it to supply the Services as mentioned in these Terms and Conditions or as requested by and agreed with the Customer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.
- 5. The Service Provider shall not disclose Personal Data to any third parties other than employees, directors, agents, sub-contractors or advisors on a strict 'need-to-know' basis and only under the same (or more extensive) conditions as set out in these Terms and Conditions or to the extent required by applicable legislation and/or regulations.
- 6. The Service Provider shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Service Provider on behalf of the Customer.
- 7. Further information about the Service Provider's approach to data protection are specified in its Data Protection Policy, which can be found The policy can be requested by email or reviewed on our website. For any enquiries or complaints regarding data privacy, you can email: Info@stagsolar.com.

#### **Fair Usage**

- 1. Existing faults and issues cannot be covered by this policy and must be rectified before taking up (sympathetic pricing can be applied for new Stag Assist customers with a 24-month commitment, please call us to discuss). Stag Assist will check the system is working with a remote diagnostic prior to commencement. Additionally, no claims can be made on this policy for 21 days from the start of the policy (telephone technical support etc will be provided from day one).
- 2. This product has been designed as a co-operative to keep pricing as low as possible and accessible for all. We therefore limit telephone tech support to 12 hours per year and any on-site call outs will be at the sole discretion of Stag Assist.

## **Circumstances Beyond a Party's Control**

Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

#### **Communications**

- 1. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
- 2. Notices shall be deemed to have been duly given:
  - a) when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
  - b) when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
  - c) on the fifth business day following mailing, if mailed by national ordinary mail; or
  - d) on the tenth business day following mailing, if mailed by airmail.
- 3. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

#### No waiver

No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

#### **Severance**

If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

#### **Law and Jurisdiction**

These Terms and Conditions shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Terms and Conditions (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

.....

## STAG SOLAR SOLUTIONS LTD.

WWW.STAGSOLAR.COM OR 01621 983 135

1A Benbridge Trading Estate Holloway Road Maldon, Chelmsford Essex, CM9 4ER