

# Installer Agreement

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This agreement is dated:

## PARTIES

- (1) SEGEN LIMITED incorporated and registered in England and Wales with company number 05309114 whose registered office is at 200 Fowler Avenue, Farnborough, GU14 7JP **(Principal)**
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] **(Commercial Partner)**

## BACKGROUND

- (A) The Principal is the distributor of Solar PV and offers a credit broking service to its installer customers.
- (B) The Principal wishes to appoint [NAME OF COMPANY] as a Commercial Partner under the terms of this agreement and the Commercial Partner wishes to accept the appointment.

## AGREED TERMS

### 1. Definitions and interpretation

The following definitions and rules of interpretation apply in this agreement.

#### 1.1. Definitions:

1. **Applicable Laws and Regulations:** all laws, rules and regulations applicable from time to time to either party in relation to this agreement.
2. **Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
3. **Business Hours:** the period from 9.00 am to 5.00 pm on any Business Day.
4. **Commencement Date:** has the meaning given in clause 2 (Commencement).
5. **Confidential Information:** all confidential information (however recorded or preserved) disclosed by a party to the other party in connection with this agreement.
6. **Data Protection Legislation:** UK Data Protection Legislation and any other EU legislation relating to personal data and all other legislation and regulatory requirements in force from time to time, which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

#### 1.2. Interpretation:

- (a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- (c) A reference to writing or written includes email.

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## 2. Commencement

This agreement shall commence on [DATE] (Commencement Date) and continue until terminated in accordance with clause 14.

## 3. Appointment

- 3.1. With effect from the Commencement Date, the Principal appoints the COMMERCIAL PARTNER as its non-exclusive partner subject to the terms of this agreement and the Commercial Partner accepts such appointment.
- 3.2. The Commercial Partner is permitted to introduce Segen Finance option to corporate customers for the purpose of financing solar installations.

## 4. Obligations of the Commercial Partner

The Commercial Partner shall:

- (a) Purchase all hardware for installations funded through Segen Finance from Segen Limited.
- (b) Ensure that product warranties for solar hardware purchased with the financing arrangement exceed the term length of the financing arrangement, and possess a good understanding of the manufacturers warrantee registration process
- (c) co-operate with the Principal (and the Principal's auditors) in any information gathering exercise and allow its representative(s) access to its premises as necessary;
- (d) allow representatives of the Principal access to all records, documents or computer systems that are under the control of the Commercial Partner and provide copies of any records, documents and data relating to the provision of services and compliance with the terms of this agreement by the Commercial Partner as requested by representatives of the Principal;
- (e) not delegate its responsibilities under this agreement to another person;
- (f) at all times maintain adequate insurance coverage with a reputable insurance company, including;
  - (i) professional negligence insurance
  - (ii) employers and/or public liability insurance
  - (iii) warranties on workmanship e.g., insurance backed guarantee
- (g) act with due skill, care and diligence at all times in the performance of its duties under this agreement;
- (h) keep full and accurate records of all business transacted under this agreement that are separate to any other business carried out by the Commercial Partner;
- (i) not use the intellectual property or name of the principal otherwise than in accordance with the agreement;
- (j) abide by all policies and procedures as provided by the Principal and as amended from time to time.



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## 5. **Commercial Partner warranties**

5.1. During the term of this agreement, the Commercial Partner warrants that it:

- (a) is solvent;
- (b) have adequate expertise to carry out commercial installations
- (c) is suitable to act for the Principal as a Commercial Partner;

## 6. **Complaints handling**

- 6.1. The Commercial Partner shall, as soon as reasonably practical and in any event within 3 days, refer all complaints received from customers relating to the, or any related matters, to the Principal.
- 6.2. The Commercial Partner shall cooperate fully with any investigation undertaken by the Principal and agrees to respond to all reasonable requests regarding Segen Finance complaints within 24 hours.

## 7. **Liability**

7.1. The Commercial Partner will be liable for all acts or omissions in the carrying out of any services governed by these terms.

## 8. **Confidentiality**

- 8.1. Each party undertakes that it shall not at any time disclose to any person any Confidential Information concerning the business, assets, affairs, customers, customers or suppliers of the other party, except as permitted by clause 8.2.
- 8.2. Each party may disclose the other party's Confidential Information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with clause 8.1; and
  - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 8.3. No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

## 9. **Termination**

- 9.1. The Principal or the Commercial Partner may terminate this agreement by giving 4 (four) weeks' written notice to the other party.
- 9.2. Without affecting any other right or remedy available to it, the Principal may terminate this agreement with immediate effect by giving written notice to the other party if:
- (a) the Commercial Partner commits a breach of any term of this agreement and fails to remedy that breach within a reasonable timeframe after being notified in writing to do so;
  - (b) the Commercial Partner goes into liquidation (other than a voluntary liquidation for the purposes of reconstruction or amalgamation);



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- (c) a receiver is appointed over the undertaking of the Commercial Partner or an administration order is made in relation to the Commercial Partner; or
- (c) the Principal determines that it is no longer able to adequately oversee the activities of the Commercial Partner.

### 10. **Consequences of termination**

On termination of the agreement:

- (a) the Commercial Partner:
  - (i) shall transfer any outstanding obligations relating to customers, or potential customers, under the agreement back to the Principal;
  - (ii) where appropriate, if requested by the Principal, inform customers of any relevant changes;
  - (iii) acknowledges, with immediate effect, that it shall cease to describe or otherwise represent itself as an appointed representative of the Principal and it shall no longer be able to introduce Segen Finance products under the agreement.
- (b) Clause 5, clause 7, clause 8 and clause 9 to clause 19 shall survive and continue in force even if this agreement is terminated.

### 11. **Data protection**

Both parties will comply with all applicable Data Protection Legislation requirements.

### 12. **Entire agreement**

- 12.1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances, and understandings between them, whether written or oral, relating to its subject matter.
- 12.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.

### 13. **Assignment and other dealings**

This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

### 14. **Variation**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

### 15. **Severance**

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

## 16. **No partnership or agency**

16.1. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

16.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## 17. **Notices**

17.1. Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

17.2. Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; and
- (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

17.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 18. **Governing law**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

## 19. **Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

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Signed by [NAME OF REPRESENTATIVE]

for and on behalf of the **Principal**

Signed by [NAME OF REPRESENTATIVE]

for and on behalf of the **Commercial Partner**