Terms and Conditions for Active Monitoring of Solar PV systems

This Customer Agreement ("Agreement") is entered into between you ("The Customer") as detailed in the sign up form, and Solarkinetics Ltd ("the Service Provider") located at Unit C1 Skylon Court, Rotherwas, Hereford HR2 6JS. This Agreement outlines the terms and conditions under which the customer agrees to allow active monitoring of their domestic solar PV system using the manufacturer's software.

1. Definitions

    1.1. "Customer" refers to the owner of the domestic solar PV system, as identified in this Agreement.
    1.2. "System" refers to the domestic solar PV system installed at the customer's property.
    1.3. "Software" refers to the manufacturer's proprietary monitoring software.

2. Active Monitoring

    2.1. The Customer agrees to permit a maintenance engineer from The Service Provider to remotely monitor and access data from the domestic solar PV system using the Software. This monitoring includes, but is not limited to, real-time energy production, system performance, and error notifications.

    2.2. The Service Provider will use the collected data to diagnose, troubleshoot, and address any potential issues with the system's performance. The Customer acknowledges that this monitoring is important for ensuring optimal system efficiency and performance.

3. Timescales
    3.1. The Service Provider will pick up any fault showing online and respond to the customer by phone or email within seven days of the fault showing on the service portal. The time taken to resolve any fault will depend on its type and whether a replacement part needs to be ordered and fitted. Assuming no delays or shortages of replacement components, we aim to have resolved a fault completely within one month of it being picked up. In most cases it will be within a shorter timeframe.

4. Data Privacy and Security

    4.1. The Service Provider agrees to handle all collected data in compliance with applicable privacy laws and regulations. Data collected through monitoring will be used solely for the purpose of system optimization and support.

    4.2. The Customer's personal and sensitive information will not be shared with third parties without the Customer's explicit consent, except as required by law.

5. System Access

    5.1. The Customer agrees to provide remote access to the Service Provider for the purpose of monitoring, analysing, and addressing system-related concerns.

    5.2. The Service Provider will use reasonable security measures to protect the Customer's system and data from unauthorized access.

5.3. System access is reliant on the Customer's own Internet connection. If the service provider notices that the customers Internet connection has dropped out we will notify the customer within seven days. The contract will continue but active monitoring cannot be operational until the Internet connection is restored.

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6. Support and Maintenance

6.1. The Service Provider will provide technical support to the Customer in case of system-related issues detected through active monitoring.

6.2. The Customer agrees to promptly notify the Service Provider of any system anomalies or errors detected on their end.

7. Duration

7.1. This Agreement shall commence on the Date the first payment is received and acknowledged and continue until terminated by either party in accordance with the termination provisions outlined herein.

8. Termination

8.1. Either party may terminate this Agreement with a written notice to the other party. This can take the form of a letter or an email.

8.2. Upon termination, the Service Provider will cease active monitoring and data collection from the Customer's system. The provisions of Sections 3, 4, 5, and 8 shall survive termination.

8.3. Payment Terms: As per charge scale for the size of PV system for each 30-day period

8.4. Billing: Payment is recurring, once a month from the start date. Customers can choose to pay by standing order or a web link to pay online.

8.5. Term and Termination: Initial Term: 30 days from the Start Date.

8.6. Renewal: The contract automatically renews every 30 days unless either party provides written notice of termination at least 10 days before the end of the current period.

8.7. Early Termination: Either party may terminate the contract by providing 10 days' written notice.

9. Limitation of Liability

9.1. The Service Provider shall not be liable for any damages, losses, or costs arising from system performance, monitoring activities, or data breaches, except in cases of gross negligence or intentional misconduct.

10. Code of Conduct

10.1. This agreement shall be governed by and construed in accordance with the Code of Conduct issued by RECC, of whom we are a member. Any disputes arising from this agreement shall be subject to the jurisdiction of the RECC code or by a mutually agreed alternative organisation.

The parties hereto have executed this Agreement as of the Effective Date.