

1. About This Agreement

This Agreement sets out the terms and conditions governing your subscription to the Fit Care or Fit Care+ Maintenance Plan (the “Plan”) provided by Fit Solar Ltd (“we”, “us”, or “our”)

By enrolling in the Plan, you (“you” or “the Customer”) agree to be bound by these Terms and Conditions. Please read them carefully.

This is a maintenance-only agreement. It does not include repair services, replacement parts, or warranty coverage for faulty equipment.

2. Services Provided

2.1 Fit Care includes:

- Annual Safety Check
- Remote System Monitoring of equipment supplied by Fit Solar
- Annual Visual Panel Inspection
- Annual System Performance Check

2.2 Fit Care+ includes everything in Fit Care, plus:

- Home Electrical Assistance (via our approved provider)
- Free Call-Outs - includes first half hour on site
- 24/7 Customer Support Line

3. Plan Eligibility

To be eligible for this Plan:

All equipment must have been installed in accordance with relevant manufacturer and installer guidelines.

The property must not be used for commercial or rental purposes.

4. Duration and Renewal

This Agreement is for a fixed term of 12 months beginning on the selected start date (the “Initial Term”).

At the end of the Initial Term, the Plan will automatically convert into a rolling monthly agreement, unless you give at least 30 days' written notice prior to the renewal date.

5. Cooling-Off Period

You have the right to cancel this Agreement within 14 days of the start date (the “Cooling-Off Period”) for a full refund, provided that no services have been delivered or used during this time.

6. Access and Customer Responsibilities

You must ensure safe, reasonable, and unobstructed access to your property during scheduled visits, with someone over 18 present, and understand that a call-out charge may apply if access is denied or an appointment is missed without at least 24 hours' notice.

7. Exclusions

This Plan does not cover the cost of replacement parts or equipment, damage from storms, pests, or accidents, unsafe or non-compliant systems, commercial or rental properties, or any loss of generation or feed-in tariff or smart export guarantee revenue.

8. Call-Out Terms

For Fit Care+ customers, free call-outs are available between 6:00 am and 6:00 pm Monday to Friday (excluding bank holidays). Any call-outs outside these hours chargeable at our published hourly rates (available on request) and any non-warranty materials used during call-outs invoiced separately.

9. Payment Terms

Payments must be made by Direct Debit either monthly or annually in advance as agreed at purchase, with prices inclusive of VAT unless stated otherwise, and non-payment may result in immediate suspension or cancellation of the Plan and related services.

10. Cancellation Policy

You may cancel within 14 days of the start date for a full refund if no services have been used, or after 14 days with 30 days' written notice (no refunds for partial months), and we reserve the right to cancel your Plan if you breach this Agreement, provide false or misleading information, or if access to your system is repeatedly denied or deemed unsafe.

11. Data Protection

Your personal data will be handled in compliance with the UK General Data Protection Regulation (UK GDPR). For full details, please refer to our Privacy Policy.

12. Governing Law

This Agreement is governed by the laws of England and Wales. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

13. Your Rights and Responsibilities

Your rights include receiving the services described in your selected Plan, cancelling the Plan with 30 days' notice after the initial 12-month term or within the 14-day Cooling-Off Period, and accessing or requesting correction/deletion of your personal data, while your responsibilities include providing accurate information, allowing access to your property for scheduled maintenance, maintaining your solar system per manufacturer guidelines, using the system for domestic purposes only, paying fees on time, and informing us of any material changes to your property or system.

14. Acceptable Use Policy

You agree that you will not:

Tamper with or attempt self-repair of your equipment outside of official guidance, providing false information to obtain services outside your Plan, using abusive or threatening language towards our staff or partners, attempting to access or interfere with our monitoring infrastructure, or allowing unauthorised third parties to misuse your Plan services may result in immediate termination of your Plan.

15. Data Privacy and Security

We are committed to ensuring the security of your personal data, which includes your name, contact details, address, system details, service history, and performance data from remote monitoring (if applicable), and we use this data to deliver services under this Agreement, contact you regarding appointments, updates, and service information, and improve service quality, while protecting it with secure encrypted storage, access controls, and limited access to authorized personnel, never selling it to third parties, and sharing it only with trusted service partners under strict confidentiality agreements, as outlined in our [Privacy Policy].

16. Termination and Suspension

You may terminate this Agreement within the 14-day Cooling-Off Period for a full refund (if no services were used) or after the Initial Term with 30 days' notice (no refund for partial months), while we may suspend or terminate your Plan if you fail to make timely payments, breach these Terms, if we cannot safely access or maintain your system, or if you violate the Acceptable Use Policy, with a 14-day written notice and the opportunity to resolve the issue before suspension or termination, and any outstanding balance may be pursued by our appointed debt recovery agents, and by signing up to a Fit Care Maintenance Plan, you confirm you have read, understood, and agreed to these Terms and Conditions.