GOLD MEMBERSHIP: PARTNER PROFILE, INTRODUCTION AND COMMISSION AGREEMENT

Agreement between Vangarda Build Limited: Kilowatts.uk
and **[PARTNER LEGAL NAME]**

> This is the Gold Membership profile partnership. It includes a one-off upfront administration fee of £3,000 plus VAT for Gold Membership on Kilowatts.uk. The fee and the membership benefits are in section 1. Commission is charged in addition and is not reduced by the fee.

This Agreement (the **"Agreement"**) is made on **[DATE]**.

BETWEEN

(1) **VANGARDA BUILD LIMITED**, a company registered in England and Wales under company number 15406908; **Kilowatts.uk**, whose registered office is at Flat 2, 10 Hatfeild Road, Margate, Kent, CT9 5BL ("Kilowatts.uk"); and

(2) **[PARTNER LEGAL NAME]**, a company registered in England and Wales under company number **[COMPANY NUMBER]**, whose registered office is at **[PARTNER ADDRESS]** (the "Partner").

WHEREAS:

1. Kilowatts.uk operates a marketing, lead generation, project development and client-introduction platform covering renewable energy, electrical, construction, property improvement and related services.

2. The Partner provides one or more professional, installation, construction, consultancy, supply or associated services and wishes to receive a profile on Kilowatts.uk, introductions and business opportunities from Kilowatts.uk.

3. The parties wish to establish a commercial relationship under which Kilowatts.uk will create and maintain a Gold Membership profile in return for an upfront administration fee, and may introduce the leads described in clause 1.9 in return for an agreed commission.

NOW, THEREFORE, the parties agree as follows:

Definitions

In this Agreement:

"Administration Fee" means the one-off upfront fee of three thousand pounds (£3,000), exclusive of VAT, payable under clause 1.2 for Gold Membership. "Membership" means Gold Membership.

"Partner Profile" means the Gold Membership profile created for the Partner on the Kilowatts.uk platform under section 1.

"Introduced Client" means any individual, business, organisation, property owner, occupier, developer, contractor or other party whose identity or opportunity is first provided, identified, developed, referred or materially facilitated by Kilowatts.uk.

"Introduction" includes providing contact details, identifying an opportunity, arranging communication or meetings, conducting surveys or assessments, supplying project information, preparing or contributing to a quotation or proposal, facilitating negotiations, marketing a project,

making a lead available under clause 1.9, or otherwise materially contributing to the Partner having an opportunity to obtain business.

"Services" means any goods, works or services supplied or arranged by the Partner, whether directly or indirectly. This includes, without limitation, solar photovoltaic systems, battery storage, wind turbines, heat pumps, heating systems, plumbing, underfloor heating, EV charging, electrical works, roofing, scaffolding, groundworks, civil engineering, construction, building works, energy management systems, consultancy, surveys, maintenance, servicing, repairs, upgrades, equipment supply and any related or ancillary work.

"Gross Contract Value" means the total value, excluding VAT, of all amounts charged or payable by an Introduced Client or connected third party in relation to any Services, including deposits, staged payments, variations, upgrades, extras, equipment, labour, subcontracted works, maintenance agreements and subsequent phases.

"Connected Party" means any director, employee, agent, subcontractor, associated company, group company, partnership, joint venture or other person or business acting for or connected with either the Partner or the Introduced Client.

1. Gold Membership and Administration Fee

1.1. In consideration of the Administration Fee, Kilowatts.uk shall create a Partner Profile for the Partner on the Kilowatts.uk platform at Gold Membership.

1.2. The Partner shall pay Kilowatts.uk a one-off upfront Administration Fee of three thousand pounds (£3,000), exclusive of VAT. VAT is added at 20%, which is the rate set for Gold Membership, or at the prevailing rate if that rate has changed. The Administration Fee is charged for Gold Membership and for the benefits in this section. It is not a payment on account of commission, and the Partner shall not set it off against commission.

1.3. Kilowatts.uk shall invoice the Administration Fee on the date of this Agreement. The Partner shall pay it in cleared funds within 7 days of the invoice, and in any event before the Partner Profile is created. VAT shall be added to the invoice at the prevailing rate where applicable. Kilowatts.uk is not obliged to create or publish the profile, or to provide any profile benefit, until the Administration Fee has been received in cleared funds. If the invoice is not paid on time, interest and recovery costs accrue under clause 4.5, and non-payment is a material breach.

1.4. Kilowatts.uk shall publish the Partner Profile within 14 days after the later of receipt of the Administration Fee in cleared funds and receipt of the information and materials it reasonably requests from the Partner for the profile. If Kilowatts.uk has not published it within that period, and the delay was not caused by the Partner, the Partner may by written notice require a refund of the Administration Fee. Kilowatts.uk shall pay that refund within 14 days of the notice. Once the Partner Profile has been published, the Administration Fee is non-refundable.

1.5. Kilowatts.uk guarantees that, once published, the Partner Profile will remain available and will not be removed, unless:

(a) the Partner breaks this Agreement and, where the breach can be remedied, does not remedy it within 14 days of written notice from Kilowatts.uk;

(b) the breach cannot reasonably be remedied, or is serious, including fraud, unlawful or misleading profile content, or a risk of harm to a client, in which case Kilowatts.uk may suspend or remove the profile immediately;

(c) the Partner asks in writing for the profile to be removed; or

(d) Kilowatts.uk is required by law, or by a court or competent authority, to suspend or remove it.

Ending this Agreement by notice, where the Partner is not in breach, does not entitle Kilowatts.uk to remove the Partner Profile. Kilowatts.uk may change the design, layout or web address of the platform, provided the Partner Profile and the benefits in this section remain available. Removal or suspension because the Partner has broken this Agreement does not entitle the Partner to a refund of the Administration Fee.

1.6. While the Partner Profile remains published, and the Partner is not in breach of this Agreement, Kilowatts.uk shall provide the profile benefits in clauses 1.7 to 1.10. Those benefits continue even if this Agreement has otherwise ended, until the profile is removed under clause 1.5.

1.7. Website link and editorial links. Kilowatts.uk shall show a dofollow link from the Partner Profile to a website address nominated by the Partner. Where reasonably practicable and editorially appropriate, Kilowatts.uk shall also place links to that address from Kilowatts.uk pages, and from articles and blogs, that relate to the Partner's Services. The Partner may update the destination from time to time. Kilowatts.uk may refuse or remove a link that is unlawful, misleading, harmful, or not reasonably connected to the Partner's Services. Kilowatts.uk does not guarantee any search-engine position or any volume of traffic.

1.8. Profile. Kilowatts.uk shall give the Partner a customisable Partner Profile, including the description, images, services, areas covered and the website link. The profile shall show reviews, accreditations supplied by the Partner, a project gallery, and the Gold verified badge. Kilowatts.uk shall publish a written company feature for the Partner, and shall provide the Gold verified badge for the Partner to display on the Partner's own website. Gold Membership includes residential location pages, commercial pages, industrial pages and service pages for the Partner, article posting, blog posting and an author page, in each case as those parts of the platform are offered from time to time. The Partner shall keep the profile accurate and shall not publish anything that is false, misleading or unlawful. Kilowatts.uk may correct or remove profile content that breaches this Agreement.

1.9. Lead access. Gold Membership includes leads that are not renewable energy, renewable energy leads, commercial leads and industrial leads, where the lead is within the services and catchment the Partner has chosen, together with a lead email, the customer details needed to send a quote, and the ability to choose those services and that catchment and to send a quote. Gold Membership includes seeing new leads first. Kilowatts.uk does not guarantee the number or quality of leads, or that any lead will result in business. Kilowatts.uk may withhold a particular lead where the prospective client does not agree to be passed on, where the enquiry is plainly outside the Services the Partner provides, or where passing it on would break the law or a duty of confidence. The Partner shall use lead information only in accordance with section 7. A lead made available under this clause is an Introduction, and commission is payable on business resulting from it under section 3. Leads under this clause are available only after this Agreement has been signed by the Partner.

1.10. Verbal recommendation. When Kilowatts.uk validates the Partner to a prospective client, it shall recommend the Partner verbally at that point. An example of the recommendation is: *"[Name] is one of our most trusted partners. We recommend them because we know that when they are on the job, we will sleep soundly knowing it will be done right."* [Name] is the Partner. Kilowatts.uk may adapt the wording to the conversation, provided the recommendation remains positive and to that effect. Kilowatts.uk is not required to give that recommendation where doing so would be untrue, including where it knows of an unresolved material complaint about the Partner or a current breach of this Agreement.

1.11. Nothing in this section authorises the Partner to describe Kilowatts.uk as the installer, principal contractor, product manufacturer or the party responsible for delivering the Services.

2. Appointment and Scope

2.1. The Partner appoints Kilowatts.uk on a non-exclusive basis to market the Partner's services, generate opportunities, introduce prospective clients and facilitate communication between the Partner and prospective clients.

2.2. Kilowatts.uk may introduce opportunities only within the lead access in clause 1.9. This Agreement does not require Kilowatts.uk to introduce a lead that clause 1.9 excludes.

2.3. Kilowatts.uk acts solely as an independent marketing, introduction and sales-facilitation business. Unless expressly authorised in writing for a particular transaction, Kilowatts.uk has no authority to enter into contracts, incur liabilities, make binding promises, accept payments or otherwise bind the Partner.

2.4. The Partner shall contract directly with the client and shall remain solely responsible for its quotations, designs, surveys, pricing, contractual commitments, workmanship, products, regulatory compliance, warranties, guarantees, aftercare and collection of client payments.

2.5. An Introduction shall be deemed to have occurred where Kilowatts.uk performs any of the activities contained within the definition of "Introduction", whether the Introduction is made verbally, electronically, through a website, through a third party or in writing.

2.6. Once an Introduction has been made, the client and the opportunity shall be treated as originating from Kilowatts.uk for commission purposes. This shall apply even if:

- **(a)** the Partner subsequently receives an enquiry from the same client through another channel;
- **(b)** the Partner or a Connected Party was previously aware of the client but cannot provide written evidence of an active and substantive commercial opportunity predating the Introduction;
- **(c)** the client purchases different or additional Services from those originally discussed; or
- **(d)** the resulting work is undertaken at a different property, site or business belonging to or connected with the Introduced Client.

2.7. If the Partner believes that a prospective client was already an active opportunity before an Introduction, it must notify Kilowatts.uk in writing within five business days of receiving the Introduction and provide reasonable documentary evidence. In the absence of such notification and evidence, the client shall be treated as an Introduced Client.

2.8. This Agreement applies to all Introductions made after its commencement and, where agreed or evidenced in writing, to Introductions made before its commencement.

3. Commission and Payment Structure

3.1. Kilowatts.uk shall earn commission on all business undertaken for an Introduced Client during the applicable protection period, whether or not the work is the same as the original enquiry and whether the work is carried out directly by the Partner or indirectly through a Connected Party.

3.2. The commission rate may be agreed in writing on a per-client, per-project or per-category basis. Written agreement may include confirmation by email, text message, messaging application, quotation, commission schedule or other recorded communication between authorised representatives.

3.3. Where no different commission rate has been agreed in writing before the Partner enters into a contract, accepts an order or receives payment, Kilowatts.uk shall be entitled to the Gold Membership commission on the Gross Contract Value. Commission is charged on work that proceeds, not on a lead by itself. The rate is set by how many Gold Membership partners have a published profile when the Partner enters into that contract: fewer than 20, five percent (5%); 20 to 39, four percent (4%); 40 to 59, three percent (3%); 60 to 79, two percent (2%); 80 to 99, one percent (1%); 100 or more, zero percent (0%). The rate does not fall below zero percent (0%). A later change in that count does not change the rate for a contract the Partner has already entered into.

3.4. Commission shall be calculated on the total amount excluding VAT charged or payable for the Services. VAT shall be added to Kilowatts.uk's commission invoice at the prevailing rate where applicable.

3.5. Commission shall apply to the full Gross Contract Value, including:

- **(a)** the original contract or order;
- **(b)** deposits and staged payments;
- **(c)** variations, upgrades, extras and substituted products;
- **(d)** additional equipment, materials and labour;
- **(e)** professional, design, planning, survey or consultancy fees;
- **(f)** subcontracted, outsourced or referred work;
- **(g)** roofing, scaffolding, groundworks, electrical, plumbing, heating, construction or enabling works associated with a project;
- **(h)** maintenance, servicing and repair agreements;
- **(i)** repeat orders, extensions and subsequent project phases; and
- **(j)** any other Services supplied to the Introduced Client during the protection period.

3.6. Where part of the opportunity is passed to, contracted through or completed by a Connected Party, the Partner shall remain responsible for Kilowatts.uk's commission as if the Partner had undertaken the work itself.

3.7. The Partner shall not divide, restructure, rename, transfer, subcontract or route a contract or payment through another person or entity for the purpose or effect of reducing or avoiding commission.

3.8. The Partner's prices for Introduced Clients shall reflect its genuine and normal market pricing. Prices must not be inflated to recover or separately pass Kilowatts.uk's commission to the client unless this has been expressly disclosed and agreed in writing.

3.9. Commission shall become due proportionately as the Partner receives each payment from the client. For example, if the Partner receives 25% of the Gross Contract Value as a deposit, 25% of the total commission shall become due.

3.10. A payment shall be treated as received when it reaches the Partner, a Connected Party or any person collecting money on the Partner's behalf.

3.11. If client money is genuinely refunded because the relevant contract is cancelled or reduced, the corresponding commission shall be adjusted, provided that:

(a) the Partner supplies reasonable documentary evidence of the refund;

(b) the refund was not made for the purpose of avoiding commission; and

(c) no commission adjustment shall apply to amounts retained by the Partner, cancellation charges or work already completed.

3.12. Kilowatts.uk's entitlement to commission shall not be affected by the Partner's profit margin, costs, use of subcontractors, failure to collect payment promptly, or any dispute arising between the Partner and the client, except to the extent that client money has not yet been received or has been genuinely refunded under clause 3.11.

3.13. The Administration Fee does not reduce, discharge or postpone any commission. Business resulting from a lead accessed under clause 1.9 carries commission under this section in the same way as any other Introduction.

4. Payments and Invoicing

4.1. The Partner shall notify Kilowatts.uk in writing within two business days of:

(a) issuing any quotation, proposal, estimate, order or contract to an Introduced Client;

(b) any quotation, proposal, order or contract being accepted;

(c) agreeing any variation, upgrade, additional work or subsequent phase; and

(d) receiving any client payment.

4.2. Kilowatts.uk will issue invoices to the Partner for the Administration Fee and for the applicable commission amount in accordance with the payment terms of this Agreement.

4.3. The Partner shall remit payment of each invoice within 7 days of receipt.

4.4. The Partner shall maintain complete and accurate records relating to Introduced Clients, including enquiries, quotations, contracts, invoices, credit notes, variations and payments received.

Upon reasonable written request, the Partner shall provide copies of sufficient records to verify the Gross Contract Value, payment milestones, amounts received and commission due. Kilowatts.uk may make such a request during this Agreement and for six years following the final payment or termination of this Agreement.

Information obtained under this clause shall be used solely for verifying commission and enforcing the terms of this Agreement and shall remain subject to the confidentiality provisions.

4.5. Any undisputed invoice not paid within the stated payment period may accrue interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998, together with reasonable recovery costs.

4.6. The Partner may not withhold, deduct or set off commission or the Administration Fee against any alleged claim unless that amount has been agreed in writing by Kilowatts.uk or finally determined by a court.

4.7. If the Partner fails to disclose a contract or payment and Kilowatts.uk subsequently establishes that commission was due, the Partner shall pay the outstanding commission together with any statutory interest and reasonable recovery costs.

4.8. Kilowatts.uk may issue an invoice as soon as it becomes aware that the relevant client payment has been received. Failure by the Partner to provide notification under clause 4.1 shall not delay or extinguish Kilowatts.uk's entitlement.

4.9. The Partner shall not offer or accept cash, credits, rebates, benefits in kind or alternative payment arrangements intended to conceal or reduce the Gross Contract Value.

5. Responsibilities of Kilowatts.uk

5.1. Kilowatts.uk shall promote the Partner's Services professionally and shall not knowingly make false or misleading statements concerning the Partner.

5.2. Kilowatts.uk shall use reasonable efforts to communicate information provided by the Partner accurately but shall not be responsible for technical, pricing or availability information supplied by the Partner.

5.3. Kilowatts.uk does not guarantee that an Introduction or a lead will result in a sale, that a client will proceed, or that a client will be able or willing to pay.

5.4. Kilowatts.uk is not responsible for surveying, designing, installing, supplying, commissioning, certifying, maintaining or warranting the Partner's Services unless a separate written agreement expressly states otherwise.

5.5. The Partner grants Kilowatts.uk permission to reference completed projects introduced under this Agreement for reasonable marketing, portfolio and case-study purposes, including the use of non-confidential project details, imagery and general performance information. Any use of identifiable client information shall remain subject to applicable data-protection requirements.

6. Responsibilities of the Partner

6.1. The Partner shall perform all Services professionally, safely, with reasonable care and skill, and in accordance with all applicable laws, regulations, planning requirements, building regulations, industry standards and manufacturer instructions.

6.2. The Partner shall maintain all qualifications, memberships, registrations, licences, accreditations and certifications reasonably required for the Services it undertakes.

6.3. The Partner shall maintain appropriate insurance, including public liability, employers' liability where legally required, and professional indemnity or contractors' all-risk insurance where appropriate. Evidence of insurance shall be supplied to Kilowatts.uk upon reasonable request.

6.4. The Partner shall be solely responsible for:

- **(a)** assessing the suitability and requirements of each project;
- **(b)** carrying out surveys and technical checks;
- **(c)** providing accurate quotations and contractual documentation;
- **(d)** ensuring products and Services are fit for their stated purpose;
- **(e)** obtaining or confirming permits, approvals and notifications falling within its scope;
- **(f)** the conduct and workmanship of its employees and subcontractors;
- **(g)** health and safety;
- **(h)** client complaints, remedial works, guarantees and warranties; and
- **(i)** compliance with consumer-protection requirements.

6.5. The Partner shall notify Kilowatts.uk promptly of material changes to its pricing, services, accreditations, insurance, availability or ability to complete an introduced project.

6.6. The Partner shall not make any representation that Kilowatts.uk is the installer, principal contractor, product manufacturer or party responsible for delivering the Services unless this has been expressly agreed in writing.

6.7. The Partner shall not bypass, divert or conceal an Introduced Client or opportunity, or contract with an Introduced Client outside this Agreement, for the purpose or effect of avoiding commission.

6.8. The Partner shall ensure that its Connected Parties, employees, agents and subcontractors do not take any action which, if performed by the Partner, would breach this Agreement. The Partner shall remain responsible for commission arising from work completed by any such person.

6.9. Nothing in this Agreement prevents the Partner from marketing or selling its Services generally or accepting opportunities that have not been introduced or materially facilitated by Kilowatts.uk.

7. Confidentiality and Data Protection

7.1. Each party shall keep confidential all non-public commercial, technical, financial, client and business information received from the other party and shall use it only for the purposes of this Agreement.

7.2. Confidential information may be disclosed where required by law or to professional advisers, insurers, employees or subcontractors who reasonably require the information and are subject to suitable confidentiality obligations.

7.3. Each party shall comply with applicable data-protection legislation, including the UK GDPR and the Data Protection Act 2018.

7.4. Unless otherwise agreed in writing, each party shall act as an independent controller of the personal data it processes and shall be responsible for establishing its own lawful basis, issuing any required privacy information and responding to data-subject requests.

7.5. The Partner shall use personal data supplied by Kilowatts.uk only for assessing, quoting for, communicating about and completing the relevant opportunity and for managing its legitimate relationship with the Introduced Client. It shall not sell, disclose or use the data for unrelated marketing without an appropriate lawful basis.

7.6. Each party shall implement appropriate technical and organisational security measures and shall notify the other party without undue delay of any personal-data breach affecting information shared under this Agreement.

7.7. Upon termination, each party shall securely return or delete confidential information and personal data where it no longer has a lawful reason to retain it. This shall not prevent retention required by law or reasonably necessary for accounting, insurance or legal claims, or continued use of lead data where clause 1.6 still entitles the Partner to lead access and that use remains lawful.

8. Term and Termination

8.1. This Agreement shall commence on the date above and continue until terminated by either party with 30 days' written notice.

8.2. Either party may terminate this Agreement immediately in the event of a material breach by the other party.

8.3. Termination shall not affect:

- **(a)** rights and obligations accrued before termination;
- **(b)** Kilowatts.uk's entitlement to commission arising from an Introduction made before termination;
- **(c)** the Partner Profile, or the profile benefits which clause 1.6 says continue; or
- **(d)** any provision intended expressly or by implication to continue after termination.

8.4. Kilowatts.uk shall remain entitled to commission where an Introduction occurred before termination but the quotation, contract, works, invoice or payment arose after termination.

8.5. Every Introduced Client shall remain protected for twenty-four (24) months from the later of:

- **(a)** the date of the most recent Introduction or material involvement by Kilowatts.uk;
- **(b)** the date of the Partner's most recent quotation or proposal to that client;
- **(c)** completion of the most recent project for that client; or
- **(d)** receipt of the most recent payment from that client.

8.6. During the protection period, Kilowatts.uk shall be entitled to commission on all Services supplied, contracted, arranged or undertaken for the Introduced Client, whether or not:

- **(a)** they relate to the original enquiry;
- **(b)** they are undertaken at the original property or site;
- **(c)** Kilowatts.uk participated in the subsequent quotation or negotiations; or
- **(d)** the work is completed by the Partner or a Connected Party.

8.7. The protections in this section apply to direct and indirect engagement, including engagement through associated companies, directors, employees, subcontractors, intermediaries or other third parties.

8.8. Nothing in this section prevents the Partner from communicating or contracting directly with an Introduced Client. Its purpose is to preserve Kilowatts.uk's commission entitlement rather than prevent the Partner from conducting the project.

8.9. Sections concerning the Partner Profile, the Administration Fee, commission, payment, records, confidentiality, data protection, liability, dispute resolution and protected clients shall survive termination.

8.10. Termination by notice under clause 8.1, where the Partner is not in breach, does not remove the Partner Profile and does not end the benefits in clauses 1.7 to 1.10. Kilowatts.uk may remove the profile only where clause 1.5 allows it.

8.11. If the Partner still has lead access after termination, each lead made available after termination is an Introduction. Kilowatts.uk remains entitled to commission on business resulting from it, on the same basis as under section 3.

9. Liability and Force Majeure

9.1. Neither party shall be liable for indirect, incidental, or consequential damages arising from this Agreement.

9.2. Neither party shall be held liable for failure to perform their obligations under this Agreement due to force majeure events, including but not limited to natural disasters, strikes, or government actions.

9.3. The Partner shall be responsible for, and shall indemnify Kilowatts.uk against, reasonable losses, liabilities, damages, claims and costs arising from:

- **(a)** defective, negligent or non-compliant Services provided by the Partner or its subcontractors;
- **(b)** injury, property damage or financial loss caused by the Partner's acts or omissions;
- **(c)** breach of law, regulation, professional duty, warranty or client contract by the Partner;
- **(d)** unauthorised statements made by the Partner concerning Kilowatts.uk, including anything the Partner publishes on the Partner Profile;
- **(e)** a backlink or profile destination nominated by the Partner; or
- **(f)** the Partner's breach of its data-protection obligations.

9.4. Kilowatts.uk's total liability arising under this Agreement shall not exceed the total of the Administration Fee and the commission actually received by Kilowatts.uk from the Partner during the twelve months immediately preceding the event giving rise to the claim.

9.5. Nothing in this Agreement excludes or restricts liability for fraud, fraudulent misrepresentation, death or personal injury caused by negligence, or any liability which cannot lawfully be excluded.

10. General Provisions

10.1. This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements.

10.2. Any amendments to this Agreement must be made in writing and signed by both parties.

10.3. This Agreement shall be governed by the laws of England and Wales, and any disputes shall be resolved in the courts of England and Wales.

10.4. In the event of any dispute arising under this Agreement, the parties agree to first attempt resolution through good faith discussions between authorised representatives. If unresolved

within fourteen (14) days, the parties agree to consider mediation before commencing formal legal proceedings.

10.5. **Independent Contractors.** The parties are independent contractors. Nothing in this Agreement creates a partnership, employment relationship, joint venture, fiduciary relationship or general agency between them. Neither party may bind the other except where expressly authorised in writing.

10.6. **Assignment.** The Partner shall not assign, transfer, subcontract or otherwise dispose of its rights or obligations under this Agreement where doing so would reduce or avoid Kilowatts.uk's commission entitlement or the Administration Fee. Kilowatts.uk may assign the right to receive or recover the Administration Fee or commission to an associated company or successor business upon written notice.

10.7. **Notices.** Formal notices under this Agreement shall be sent by email or recorded delivery to the most recent business contact details provided by the receiving party. Email notices shall be treated as received on the next business day unless the sender receives a delivery-failure notification.

10.8. **No Waiver.** A delay or failure by either party to enforce a provision shall not constitute a waiver of that provision or any other right.

10.9. **Severability.** If any provision is found to be invalid or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable. If modification is not possible, it shall be deleted without affecting the remaining provisions.

10.10. **Third-Party Rights.** Except as expressly stated, no person other than the parties shall have any right to enforce this Agreement under the Contracts (Rights of Third Parties) Act 1999.

10.11. **Counterparts and Electronic Signatures.** This Agreement may be signed in counterparts and by electronic signature. Each signed counterpart shall form part of the same Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

Signed for and on behalf of
Vangarda Build Limited
Kilowatts.uk

Signature

Name: **David Coleman**

Position: Director

Date

Signed for and on behalf of
[PARTNER LEGAL NAME]

Signature

Name: **[SIGNATORY NAME]**

Position: **[SIGNATORY POSITION]**

Date