Agreement Between Vangarda Build Limited t/a Kilowatts.uk and [PARTNER NAME]

This Agreement (the "Agreement") is entered into as of [xx/xx/xxxx] , by and between:

Vangarda Build Limited T/A Kilowatts.uk
A company registered in England and Wales, Company number **15406908,** with its principal office at Flat 2, 10 Hatfeild Rd, Margate, Kent, CT9 5B, (hereinafter referred to as "Kilowatts.uk"), and

[PARTNER NAME]
A company registered in England and Wales, with its principal office at
[PARTNER ADDRESS]

(hereinafter referred to as the "Partner").

WHEREAS:

1. Kilowatts.uk operates a platform for connecting clients with electrical and renewable energy services, including solar installations.
2. The Partner provides solar installation services and seeks to partner with Kilowatts.uk to generate sales and expand its client base.

NOW, THEREFORE, the parties agree as follows:

1. Appointment and Scope

1.1. The Partner authorises Kilowatts.uk to promote and sell solar installation services on behalf of the Partner.
1.2. The specific terms of each sale, including pricing and commission rate, will be agreed upon in writing on a per-sale basis between Kilowatts.uk and the Partner.
1.3. An introduction shall be deemed to occur where Kilowatts.uk provides client details, arranges contact, facilitates communication, submits a proposal, or otherwise materially contributes to the Partner’s opportunity to contract with the client.

1.4. Where Kilowatts.uk introduces a client or opportunity, the Partner agrees that such opportunity shall be treated as exclusive to Kilowatts.uk for the purposes of commission entitlement, regardless of whether the Partner also receives an enquiry from the same client through alternative channels during or after the introduction.

2. Commission and Payment Structure

2.1. Kilowatts.uk will earn a variable commission for each sale generated, the amount of which will be agreed upon per sale.
2.1.1. In the event that no written commission agreement is confirmed between the parties prior to a sale, Kilowatts.uk shall be entitled to a default commission equal to ten percent (10%) of the gross total contract value payable by the client to the Partner (excluding VAT) unless otherwise agreed in writing.
2.1.2. The Partner agrees that pricing provided for projects introduced by Kilowatts.uk shall reflect the Partner's standard and genuine market pricing as if the client had approached the Partner directly. Prices must not be increased, inflated, or adjusted for the purpose of offsetting or incorporating Kilowatts.uk commission unless explicitly disclosed and agreed in writing by both parties.
2.1.3. The parties acknowledge that Kilowatts.uk operates as a marketing, lead generation, and sales intermediary which reduces the Partner's internal sales, marketing, and employment costs and carries no installation performance risk. The agreed commission represents a commercial referral fee payable from the Partner's existing pricing structure and does not constitute a surcharge applied to the client unless expressly agreed and disclosed.
2.2. Payments to Kilowatts.uk will be made in tandem with payments received by the Partner from the client as follows:

- Upon receipt of the deposit (e.g., 25%), Kilowatts.uk will receive the agreed percentage of the commission for that milestone.
- Upon receipt of subsequent instalments (e.g., progress payments or final payment), Kilowatts.uk will receive the corresponding percentage of the commission.

2.3. Commission shall apply to the full contract value including variations, upgrades, additional equipment, or subsequent phases of work agreed with the client where the original opportunity was introduced by Kilowatts.uk.

3. Payments and Invoicing

3.1. The Partner shall notify Kilowatts.uk promptly upon receiving payments from the client.
3.2. Kilowatts.uk will issue invoices to the Partner for the applicable commission amount in accordance with the payment schedule.
3.3. The Partner shall remit payment of the invoice within 7 business days of receipt.
3.4. The Partner agrees to maintain accurate records relating to contracts, invoices, and payments received from clients introduced by Kilowatts.uk. Upon reasonable written request, the Partner shall provide sufficient documentation to verify contract value, payment milestones, and amounts received for the sole purpose of confirming

commission entitlement. Any information provided under this clause shall remain subject to the confidentiality provisions of this Agreement.
3.5. 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. Responsibilities of Kilowatts.uk

4.1. Kilowatts.uk will promote the Partner's services in a professional manner and ensure that all promotional materials comply with applicable laws and regulations.
4.2. Kilowatts.uk will accurately represent the scope, pricing, and terms of the Partner's services to prospective clients.

4.3. The Partner grants Kilowatts.uk permission to reference completed projects introduced under this Agreement for reasonable marketing, portfolio, and case study purposes, including use of non-sensitive project details, imagery, and general performance information, provided no confidential or commercially sensitive information is disclosed without consent.

5. Responsibilities of the Partner

5.1. The Partner will ensure that all services provided to clients referred by Kilowatts.uk are performed to a high standard and in accordance with industry regulations.
5.2. The Partner will communicate any updates or changes to its pricing, services, or availability to Kilowatts.uk in a timely manner.
5.3. The Partner shall remain free to market and sell its services generally; however, the Partner agrees not to bypass, divert, or contract with clients introduced by Kilowatts.uk outside the terms of this Agreement in a manner intended to avoid commission obligations.

6. Confidentiality

6.1. Both parties agree to keep confidential all client and business information exchanged under this Agreement.
6.2. Confidential information may only be disclosed to third parties with prior written consent from the other party, except as required by law.
6.3. Upon termination of this Agreement, each party shall return or destroy all confidential information received from the other party.

7. Term and Termination

7.1. This Agreement shall commence on the date above and continue until terminated by either party with 30 days' written notice.
7.2. Either party may terminate this Agreement immediately in the event of a material breach by the other party.

7.3. Upon termination, Kilowatts.uk will remain entitled to receive commission payments for all sales completed prior to the termination date.
7.4. The Partner agrees not to circumvent, bypass, or otherwise engage directly with any client, lead, or opportunity introduced by Kilowatts.uk for the purpose of avoiding commission payments. This restriction applies whether engagement occurs directly or indirectly through associated companies, employees, subcontractors, or third parties.
7.5. Kilowatts.uk shall remain entitled to receive full commission for any client, lead, or project introduced prior to termination of this Agreement where a contract is entered into, works commence, or payment is received after termination.
7.6. The Partner agrees that any client or lead introduced by Kilowatts.uk shall remain a protected client for a period of twenty-four (24) months from the date of introduction. Kilowatts.uk shall be entitled to commission on any resulting contract, variation, extension, upgrade, or additional work carried out for that client within the protection period, regardless of whether this Agreement remains active.

8. Liability and Force Majeure

8.1. Neither party shall be liable for indirect, incidental, or consequential damages arising from this Agreement.
8.2. 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. General Provisions

9.1. This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements.
9.2. Any amendments to this Agreement must be made in writing and signed by both parties.
9.3. 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.

9.4. 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.

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

For Kilowatts.uk
Name:David Coleman
Position:Director

Signature:

Date:

For the Partner
Name:
Position:

Signature:

Date: