

# Customer Sales Agreement

**With: The 22:23 Community Interest Company - Registered No: 16926837**

Registered Address: Victory House, 400 Pavillion Drive, Northampton, NN4 7PA

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## 1. Welcome & Our Purpose

Thank you for choosing The 22:23 Community Interest Company. We are a registered non-profit organisation, with no shareholders, set up to help households reduce energy bills, relieve fuel poverty and to help those in need in our community.

We facilitate the supply of UK accredited home battery systems 'at cost', with no profit and no retail mark-up. Where a small contingency and fractional contribution is included, this is not profit. It exists solely to protect customer orders against factors outside anyone's control, such as exchange-rate movements, shipping adjustments, or compliance requirements, and to support the basic administration required to operate the collective purchasing model responsibly and securely.

For clarity, the organisation operates a collective purchasing (co-operative buying) model. Customers place individual orders, and the organisation aggregates those orders operationally into shared container shipments.

This approach allows systems to be imported efficiently and supplied at significantly lower cost than if each household ordered individually through a traditional retail route.

Contingency included is not profit and is typically around 5%. It exists solely to protect the shared shipment against matters outside anyone's control, such as exchange-rate movement, shipping adjustments, compliance requirements, or insurance-related costs. Where contingency is not required, it is retained by the organisation to support prudent reserves and targeted hardship support, consistent with the organisation's community-benefit purpose.

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## 2. Buying Group Model (How Orders Work)

We operate a collective buying model. Rather than each household ordering and importing a system individually, customer orders are grouped together and shipped in shared containers. Each container holds a fixed number of systems and ships once it is full.

This approach is what makes at-cost pricing possible. By buying and shipping together, everyone benefits from wholesale pricing and shared logistics that would not be available through a traditional retail route.

What this means in practice is simple. If your order joins a container early, there may be a short wait while the remaining spaces are filled. If your order joins later, your system may be ready to ship sooner. In most cases, containers fill within a few weeks. As your order progresses, we provide automatic updates so you can always see where things are up to.

Because this model is different from buying off the shelf, it does require a little patience — but it replaces hidden margins with transparency and shared benefit. Where questions arise, we're always happy to explain how things work and help you understand what's happening at each stage. While we can't make containers fill faster by sheer force of enthusiasm, we can promise to keep you informed and to be open about the process.

***Benefit to you: Think of it like a shared taxi to the airport. The taxi cannot leave until all passengers are on board — in the same way, the container only ships once it is full. Once it does, everyone benefits from the lower cost of buying together and sharing the journey.***

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### **3. What We Do (Scope of Supply & Role Clarity)**

Your order is handled through an arms-length collective purchasing and facilitation process, designed to reduce costs and administrative burden while keeping you in control.

Specifically, the organisation:

- Aggregates customer orders into shared container shipments to secure wholesale pricing.
- Purchases the system from the manufacturer on behalf of participating customers.
- Arranges importation and delivery of systems to a UK distribution centre
- Coordinates documentation, payment flows, and audit records for the collective purchase.
- Facilitates electricity-network notification through an approved national process, supported via our website, with installer submission and organisational oversight.

Once your system has arrived at the UK distribution centre, you may arrange collection directly or arrange onward delivery at your own cost, directly with the warehouse or a logistics provider. The organisation does not arrange or control onward delivery beyond the UK distribution centre. You remain free to choose the most convenient or cost-effective option, without bundled logistics or hidden mark-ups.

For clarity, the organisation does not operate as a traditional retail seller or installer. Its role is strictly to administer the collective purchasing arrangement, coordinate documentation and payments, and support customers through the process.

The organisation acts solely as a sales, marketing, and collective purchasing facilitator for the manufacturer's products.

The 22:23 Community Interest Company is not the brand owner, does not control product design or manufacture, and does not assume product liability, recall responsibility, or regulatory responsibility for the system, all of which remain with the manufacturer under its insured supply and warranty arrangements. The organisation holds appropriate UK insurance for its lawful role in the UK.

Manufacture of the system is carried out by the manufacturer under a tightly worded, insured supply agreement, ensuring clear responsibility, product quality, and warranty protection for customers. Installation is carried out by an independent, qualified installer chosen by the customer. For administrative and VAT compliance purposes, installers are engaged as temporary subcontractors by the organisation, ensuring the installation is correctly structured and the 0% VAT exemption is properly applied. On-site works, workmanship, and site-specific compliance remain the installer's responsibility.

***Benefit to you: You choose the installer and agree the price. We keep everything simple with one single invoice, manage the administration and compliance, and ensure you benefit from 0% VAT on the whole package.***

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#### **4. Your Control: Choosing & Managing Your Installer**

After your order is confirmed, the next step is to line up installation. You can:

- Nominate your own trusted electrician, or;
- Choose an installer from the Which? Trusted Traders directory, at no cost.

You stay in control: you discuss the job, agree the installation price directly, and book a date that suits you. If you need to change the date later, you simply reschedule with your installer. Installer onboarding step: once you've agreed the installation price and a provisional date, your installer completes our online Subcontractor Onboarding Form confirming the price so there is no ambiguity.

This also ensures your installer will be paid promptly once the work is completed. (Note: You pay the organisation for the install, and we only pay the installer once you are 100% happy with the installation – this also keeps the 0% VAT exemption requirements safeguarded.)

***Benefit to you: No mark-up, no profit—just the price you agreed directly with your installer, while maintaining the VAT exemption criteria.***

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#### **5. Prices, VAT & Contingency (Fair Pricing, No Surprises)**

System prices are quoted on an at-cost basis and reflect real-world costs at the time a quote is issued. These costs can move from day to day due to factors outside anyone's control, including changes in raw material prices, manufacturing inputs, shipping costs, exchange rates, and regulatory or compliance requirements.

For this reason, an at-cost price can only be guaranteed for a limited period, typically up to 72 hours from the time it is provided.

Once a customer places an order and payment is made, the system price is fixed and will not change. From that point onwards, the agreed price is guaranteed, regardless of any subsequent cost movements.

Like many globally sourced products, home battery systems are subject to price volatility. Over time, underlying input costs have generally increased year on year, particularly for materials, components, energy, and transport. Prices may move up or down in the short term, but the purpose of time-limited quotes is simply to ensure fairness and accuracy at the point a decision is made, rather than to pass future increases back to customers after purchase.

The system and installation are supplied together under a single, coordinated arrangement and invoiced on one invoice. Under current UK rules, qualifying energy-saving equipment supplied and installed as part of one transaction benefits from zero-rated VAT. This relief was introduced by the government to encourage household investment in energy efficiency and low-carbon technologies and applies where the supply and installation are properly structured and documented. The organisation coordinates this process so customers can benefit from the VAT exemption without additional complexity.

Where a small contingency is included within the at-cost price, this is not profit. It exists to ensure customer orders can be delivered reliably in the face of unavoidable cost fluctuations, such as exchange-rate movements, shipping or customs adjustments, or compliance and insurance requirements. Where contingency is not required, it is retained in line with the organisation's governance arrangements and community-benefit purpose.

Any collection, delivery, or handling arrangements beyond arrival at the UK distribution centre are arranged separately by the customer. Any associated fees are agreed directly with the warehouse and are not marked up by the organisation.

***Benefit to you: Prices are fair, transparent, and accurate at the time you decide, with certainty once you purchase. You benefit from the current 0% VAT relief, are protected against post-purchase price changes, and avoid hidden margins or unexpected adjustments.***

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## **6. Payments & Invoices (Transparent & Staged)**

The full system price is payable when an order is placed. This reflects standard practice within the energy storage industry. When purchasing a home battery system through a traditional retailer or wholesaler, customers are typically required to pay a deposit of around 30–50% at the point of order, with the balance payable once the system arrives. In those cases, the initial deposit largely covers the underlying cost of the equipment, with the remaining balance reflecting the retailer's margin.

Under the collective purchasing model, systems are supplied at cost with no retail mark-up. As a result, the amount that would ordinarily be paid as a deposit in a retail transaction represents the full at-cost price of the system. Paying the full system cost upfront therefore allows the equipment to be ordered and manufactured without delay, while installation is arranged separately and locally.

Following order placement, the organisation manages payments to the manufacturer in line with standard manufacturing and shipping terms, typically releasing payment in stages as production and shipment milestones are met.

Manufacturing, quality control, inspection processes, and freight shipping insurance are all in place as part of this process, safeguarding customer interests while the system is in production and transit.

Each battery system is supplied with a pre-wired connection hub. This standardises the installation layout, reduces on-site complexity, and helps ensure installations are carried out consistently and in line with the system design. As a result, installation is typically straightforward and efficient, with most installations completed within a few hours and ordinarily on the same day.

Once the installer has been confirmed and onboarded, a final invoice is issued covering the agreed installation price. Funds relating to installation are held securely by the organisation and are only released to the installer once the customer has confirmed that the installation has been completed satisfactorily.

The organisation handles payments solely to enable the collective purchase, maintain a clear and auditable payment trail, and protect customer funds throughout the process. This does not change underlying responsibilities: the manufacturer remains responsible for the product and its warranty, the installer remains responsible for installation workmanship and site-specific matters, and the organisation remains responsible for administering the purchasing process, documentation, and payment flow.

Customers may choose to fund their purchase in a way that suits them, including through personal finance or other lending options. Where government-backed or supported finance schemes are available, such as low- or zero-interest loans under initiatives like the Warm Homes Plan, customers may also be eligible to apply when those schemes are open.

***Benefit to you: You benefit from true at-cost pricing without retail mark-ups, a clear and protected payment process, and flexibility in how you choose to fund your purchase, with installer payments safeguarded until the job is complete.***

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## **7. Timelines & Updates (What to Expect)**

The process follows a clear and predictable sequence. Orders are aggregated into shared container shipments, which typically takes a few weeks to complete. Once a container is full, it is shipped to the UK, with transit usually taking around six to eight weeks port-to-port, depending on the shipping route and conditions at the time.

On arrival, systems are normally received into the UK distribution centre and ready for collection or onward delivery within approximately one week.

Customers receive automatic updates as their order moves through each stage, so progress is always visible rather than assumed. Installation can be planned as soon as an order is placed, allowing customers and installers to be ready once the system arrives. A full product manual and installation guide are provided in advance so installers can familiarise themselves with the system and prepare properly ahead of delivery.

***Benefit to you: A clear sequence, visible progress, and advance preparation mean fewer unknowns and the ability to plan installation with confidence.***

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## **8. Responsibilities (Who Does What)**

Customers are free to choose their own installer and to agree installation price and timing directly with them. This means you can work with an installer you already know and trust, negotiate preferential rates where possible, and arrange installation dates that suit you — including changing dates easily if plans shift. Because there is no middleman managing the installation, there is no mark-up added to the installer's price and no delay caused by third-party scheduling.

To support this, customers are asked to share the Welcome Pack and system specifications with their installer so they can quote accurately and prepare in advance. Installers are required to be appropriately accredited, insured, and qualified, and to carry out installations in line with UK standards.

They complete a simple onboarding process and provide the required completion information, including electricity-network notification through the recognised Distribution Network Operator process.

The organisation engages installers as subcontractors on an installation-by-installation basis to support VAT compliance and clear audit trails. It issues a single invoice covering both the system and installation, facilitates electricity-network documentation and record-keeping, and provides ongoing support with updates, paperwork, and aftercare. This keeps the process joined up without interfering in the installer's work or the customer's relationship with them.

Installers may be chosen directly by the customer or selected through recognised third-party schemes such as Which? Trusted Traders, which apply independent vetting and monitoring. Installation workmanship, site suitability, and regulatory compliance remain part of the installer's normal professional obligations, supported by the organisation's documentation and oversight processes.

***Benefit to you: You stay in control of installer choice, price, and timing, with the flexibility to make changes easily, while avoiding mark-ups and still benefiting from one simple invoice, VAT compliance, and coordinated administration.***

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## 9. Changes, Extra Works & Site Issues

An installer's quoted price is intended to cover the agreed installation in full. The quote is based on the information available at the time and is not expected to change once work begins.

In some cases, previously unseen issues may only become apparent when installation is underway. Examples might include hidden electrical faults, unsafe or non-compliant existing wiring, or other site-specific conditions that could not reasonably have been identified in advance. Where this happens, the installer will explain the issue, why it needs to be addressed, and agree any additional work or cost directly with the customer before proceeding.

The organisation includes only the installation price originally agreed on its invoice and does not apply any mark-up to installation costs. Any additional works, if required due to unexpected site conditions, are agreed and settled directly between the customer and the installer.

***Benefit to you: The agreed price stays fixed unless a genuine, unforeseen issue is identified. If something unexpected does arise, you are informed clearly, given a choice, and remain fully in control of any changes.***

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## 10. Cancellations, Cooling-Off & Early Progression

Although the organisation operates on a non-profit, at-cost basis, distance selling rules still apply. This means customers benefit from a 14-day cooling-off period, giving legal protection and time to reconsider after placing an order.

During this 14-day period, your order is recorded but not yet committed to production or shipment. The organisation will not allocate your system to a container batch or issue a purchase order to the manufacturer for your specific unit unless you choose to proceed sooner.

At the point of order, customers are given the option to waive their 14-day cooling-off right by providing clear and explicit consent through a separate confirmation mechanism. Where this option is selected, the organisation may immediately allocate the system to the next available container batch and include the unit within the next manufacturer purchase order, allowing production and shipping timelines to begin without delay.

If the cooling-off right is not waived and cancellation is requested within the 14-day period, a full refund of the equipment payment will be issued to the original payment method.

Once the 14-day period has expired, or where the cooling-off right has been waived and procurement has begun, cancellation is governed by the collective purchasing model and any costs already committed in reliance on the order.

***Benefit to you: You receive full legal protection and time to reconsider, while retaining the option to move forward immediately if you prefer not to delay production or shipping.***

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## **11. Delivery, Title & Risk**

Once the system has cleared the UK distribution centre, the customer is invited to arrange collection or onward delivery. Collection may be arranged by the customer or by a third party acting on their behalf, including their installer if they choose.

Delivery can also be arranged through the warehouse if required. The process is intended to be straightforward and clearly explained. A small picking or handling fee may apply in some cases.

Ownership of the system passes to the customer once the system price has been paid in full. Responsibility for loss or damage passes on collection or, where delivery is arranged, on delivery to the customer's address.

***Benefit to you: You control delivery choice, save by collecting, and know exactly that the product is exactly as you would expect.***

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## **12. Warranties & Aftercare**

The organisation acts as a buying-group coordinator and aggregator. Its role is to facilitate the collective purchase, documentation, and payment process and to provide support where appropriate, while keeping costs to a minimum for customers. The organisation does not operate a traditional, fully staffed customer service centre, as doing so would materially increase costs and undermine the at-cost model.

If an issue arises following installation, the customer should contact their installer in the first instance. The installer is responsible for assessing whether the issue relates to installation workmanship, system configuration, or a potential product fault. This ensures issues are identified correctly and addressed efficiently, and that installer insurance and professional obligations are applied appropriately.

Each system is supplied with manufacturer warranties of ten years for the batteries and five years for the inverter. Where a product-related warranty issue is identified, the customer contacts the manufacturer directly using the warranty contact details provided.

The organisation will support this process where requested, acting strictly in accordance with the manufacturer's instructions and authorisations, including assisting with coordination, documentation, or facilitating any repair or replacement authorised by the manufacturer, for example where replacement stock is held as part of the collective purchasing process. The organisation does not make warranty determinations or representations on the manufacturer's behalf.

Installation workmanship remains the responsibility of the installer in line with their professional obligations, trade membership, and insurance arrangements. The organisation

does not replace or extend the manufacturer's warranty obligations and does not determine warranty outcomes.

Where a system is not operating as intended due to configuration issues, faults, or an active warranty claim, the organisation is not responsible for any consequential costs incurred by the customer during that period, including the use of grid electricity at standard daytime rates while the issue is assessed or resolved.

***Benefit to you: A clear, cost-efficient support structure ensures issues are handled by the right party first, with coordinated assistance available where needed, while keeping system prices low and responsibilities clearly defined.***

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### **13. Standards, Safety & Compliance**

All systems supplied are fully accredited for use in the UK and have been independently tested and approved in line with Energy Networks Association (ENA) requirements. This includes compliance with G99, the UK standard that governs how generation and storage equipment connects safely to the electricity network. In simple terms, this means the equipment has been assessed to ensure it operates correctly, protects the grid, and meets national safety and performance requirements.

All installations must comply with current UK electrical safety regulations, including BS 7671. Following installation, electricity-network notification is completed by the installer using the organisation's approved online notification form. This submits the required information to the relevant Distribution Network Operator and updates the organisation's records, creating a clear and auditable trail.

Completion of this notification process, together with customer confirmation that the installation has been completed satisfactorily, forms the documented completion stage. This ensures the installation is properly recorded, compliant, and complete, and enables installer payment to be released.

***Benefit to you: You receive properly accredited, independently approved equipment, with compliance and network notification handled as part of the process, without additional administration or complexity.***

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### **14. Communications, Updates & Privacy**

Communications relating to your order and installation are normally provided by email and through automatic updates as the process progresses. The organisation handles personal information in accordance with its Privacy Policy and uses it only for the purposes of administering the collective purchase, installation, and aftercare process. Information is shared only with parties directly involved where necessary, such as the installer, logistics providers, and the manufacturer for warranty and support purposes.

***Benefit to you: Transparent updates and safe handling of your data.***

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## **15. Complaints & Dispute Resolution**

If any issues arise following installation, the customer should contact their installer in the first instance. This allows the matter to be assessed by the professional responsible for the installation and ensures that any remedial work is handled promptly and within the installer's insurance and professional obligations. In many cases, issues can be resolved on site or clearly identified as relating either to installation workmanship or to the system itself.

Where the original installer is no longer trading or reasonably available, the customer may instead appoint a suitably qualified electrician to assess the issue. Any such assessment should be carried out in line with UK electrical standards and supported by appropriate evidence.

Where an assessment identifies a product-related issue, the customer should contact the manufacturer directly using the warranty contact details provided. The manufacturer is responsible for determining warranty coverage and any appropriate remedy in accordance with its published warranty terms.

Where all normal routes have been explored and a matter remains unresolved or disputed, the organisation may, where requested, assist in its role as a buying-group coordinator. This support may include helping to collate information, facilitating communication between parties, or supporting an evidence-based review of what has occurred. The organisation's role is limited to coordination and does not extend to making technical determinations, warranty decisions, or liability findings.

In some cases, issues may arise that fall outside the scope of warranty or installer responsibility, such as damage during handling, installation outside the intended environment, exposure to unsuitable conditions, incorrect configuration, power surges, or other site-specific events. Where such matters are disputed, resolution will normally rely on installer or electrician records, manufacturer assessment, and, where appropriate, independent evidence or insurer involvement. The organisation is not the brand owner and does not replace the role of the manufacturer, installer, or their respective insurers.

Where the installer is a member of Which? Trusted Traders, customers may also access the independent dispute resolution process provided through that scheme.

***Benefit to you: A clear and practical escalation route ensures issues can still be assessed and progressed even if circumstances change, with decisions based on evidence and supported by coordination where needed.***

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## 16. Governance & Assurance

The organisation operates to standards comparable to those applied to charitable organisations, in the interests of transparency, accountability, and good governance.

Governing members act in a trustee-like role, setting policy and providing independent oversight while remaining separate from day-to-day management.

Members also help guide how any reserves are used and which good causes are supported, ensuring decisions remain aligned with the organisation's community purpose.

Clear records and full audit trails are maintained for payments, installer onboarding, and key communications, and audited accounts are produced on a voluntary basis to support openness and confidence in how the organisation operates.

***Benefit to you: Independent oversight, member involvement, and audited records provide reassurance that funds are handled responsibly and directed toward clear community benefit.***

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## 17. Limitations & Liability (Plain English)

The organisation is entitled to rely on information provided by customers, installers, manufacturers, and other third parties when administering the collective purchasing process and is not responsible for inaccuracies outside its reasonable control.

The organisation does not guarantee specific financial outcomes, savings levels, tariff performance, or future electricity prices, all of which may change over time due to factors beyond the organisation's control.

Nothing in this agreement creates or implies that the organisation is the manufacturer, brand owner, or product insurer of the system. Product liability, safety, recall, and warranty risks sit with the manufacturer and are intended to be covered under the manufacturer's own insurance arrangements. The organisation's responsibilities are limited to its role as a facilitator and coordinator, as described in this agreement.

The organisation is not responsible for indirect or consequential losses, including loss of savings, increased energy costs, or system downtime while faults, warranty claims, or disputes are being assessed or resolved. Nothing in this agreement affects the customer's statutory rights.

***Benefit to you: Clear roles and responsibilities mean fewer surprises, faster resolution where issues arise, and full protection of your consumer rights.***