INSULATION I

BACKGROUND:

These Terms and Conditions a insulation installation services by customers who require insulation read them carefully and ensure t questions, please contact us.

These Terms and Conditions app Consumer Rights Act 2015.

1. Definitions and Interpreta

In these Terms an following expression

"Agreed Times"

"Agreement"

"Business"

"Consumer"

"Deposit"

"Final Fee"

"Insulation Installation Services"

"Insulation Installer"

"Job"

S

D CONDITIONS

which apply to the provision of dividual Name>> ("the Trader") to be provided at their home. Please agree to them. If you have any

s a "consumer" as defined by the

e context otherwise requires, the anings:

You and We agree for the ave access to the Property to becified in the Agreement];

which You and We will enter if on. The Agreement will oject to, these Terms and ard form of Agreement is attached

ade, craft, or profession carried person or organisation;

s defined by the Consumer Rights n to these Terms and Conditions stomer of the Trader who allation Services for their personal holly or mainly outside the ess;

may be required to pay in e 5;

ums You must pay, which will be sued in accordance with Clause

stallation services We will provide ement:

byee who will be responsible for Installation Services;

rformance of the Insulation





"Model Cancellation Form"

"Order"

"Products"

"Property"

"Quotation"

"Quoted Fee"

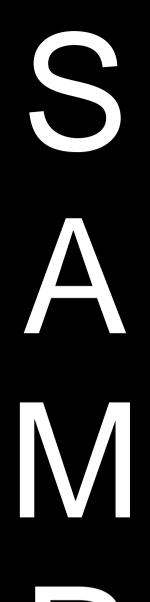
"Start Date"

"Visit"

"We/Us/Our"

"You/Your"

- Each reference in expression, include message,] fax, or or
- 1.3 Each reference to statute or provision
- 1.4 Each reference to "
 and Conditions.
- Each reference to a Conditions.
- 1.6 The headings used and do not affect the
- 1.7 Words signifying the
- 1.8 References to any
- 1.9 References to pe corporations.



ellation form attached as

est for Us to provide the ervices as set out in Clause 4;

quired for the provision of the ervices which We will supply (if Agreement;

detailed in the Order and the e Job is to take place:

e give to You in accordance with services We will provide to You arge;

n the Quotation which may e actual work undertaken as set

d We agree on for Us to start Installation Services as specified

cheduled or otherwise, on which visits the Property to provide the ervices:

includes all employees, agents, the Trader; and

o is a customer of the Trader.

tions to "writing", and any similar ions whether sent by e-mail, [text

f a statute is a reference to that ed at the relevant time.

ons" is a reference to these Terms

to a schedule to these Terms and

nditions are for convenience only erms and Conditions.

lude the plural and vice versa.

her gender.

text otherwise requires, include

2. Information about Us

- 2.1 We are a <<insert limited company etc
- 2.2 [We trade under the name>>.]
- 2.3 [We are registered Registration Number
- 2.4 [Our registered office
- 2.5 [Our main trading a or if no registered o
- 2.6 [Our VAT number is
- [We are registered We will ensure tha way.]
- 2.8 We are regulated b
- 2.9 [We are a member
- 2.10 [<<Insert further info

3. Communication and Con

- 3.1 If You wish to conta telephone at <<inse
- 3.2 In certain circumsta Clauses throughou writing You may use
 - 3.2.1 contact Us b
 - 3.2.2 contact Us b

4. Orders

- 4.1 We accept orders for telephone, internet
- 4.2 When placing an O
 Services required.
 number and type
 insulation required.
 prompts for all req
 Agreement.]
- 4.3 Once the Order is a send it to You eithe required Deposit (if
- 4.4 If We cannot accept
- 4.5 You may make chall
- 4.6 You may accept a (to Us within <<inse

trader, partnership, LLP, private

name if different from company

tion>> under number <<Company

ce>>.1

ss if different from registered office

.]

Ithorised self-certification scheme. We use are also registered in this

ılator(s)>>.]

pciation(s) etc.>>.]

omplaints, You may contact Us by at <<insert email address>>.

Us in writing (as stated in various ditions). When contacting Us in

address>>; or

rt name>>, <<insert address>>.

Services via <<insert methods e.g.

in detail, the Insulation Installation the location of the Property, the k is required and the type(s) of with an order form containing uch details will be set out in the

We will prepare a Quotation and ost. The Quotation will set out the Clauses 5 and 6).

rm you of this in writing.

lotation before accepting it.

dating a copy of it and returning it ar days>> after the date We issue

the Quotation.

- 4.7 When (but not before and You have paid Us will be created for You to pay for them any blanks in the Agents in
- 4.8 If you wish to chang
 Us and We will tel
 along with any ch
 accommodate the o
 acceptable to you, y

5. Deposit

- 5.1 At the time of accer calendar days>> the Products required in Deposit will be <<i confirm an Order un
- 5.2 If you cancel the Interest the Deposit as set of

6. Fees and Payment

- 6.1 The Quoted Fee w Services and for the
- 6.2 We will, where reast Products) set out in Products are required keep any increases times, and will not p
- 6.3 If the price of Produ acceptance of the increase and of any the increase, You including, where ap
- 6.4 The Quoted Fee a changes, We will ac
- 6.5 We will invoice You
- 6.6 You must pay any receiving it.
- 6.7 We accept the follow
 - 6.7.1 <<insert met
 - 6.7.2 <<insert met
 - 6.7.3 <<insert met
 - 6.7.4 <<insert other
- 6.8 If You do not pay a

the Quotation, signed and dated, inding contract between You and lation Installation Services and for signed Agreement and complete with the Quotation.

oting the Quotation, please contact change can be accommodated, rable as a result. If we cannot o the fees or other matters are not ance with Clause 13 and/or 14.

t more than <<insert period e.g. 7 the nature of the work and any equired to pay Us a Deposit. The the Quoted Fee>>. We will not full.

ces, We may retain some or all of

able for the Insulation Installation uired.

ly the Products (and quantities of Agreement; however, if additional Final Fee to reflect this. We will Im, will keep You informed at all ement.

s during the period between Your Date, We will inform You of the Fee. If You do not wish to accept e a full refund of all sums paid

lusive of VAT. If the rate of VAT hat You must pay.

completed.

period e.g. 30 calendar days>> of

١.

!>>;

e We may charge You interest on

the overdue sum at of <<insert name of Interest will accrue payment, whether b

6.9 If You have prompt not charge interest

centage>>% above the base rate me until payment is made in full. e due date until the actual date of

e an invoice in good faith, We will agoing.

7. Insulation Installation Se

- 7.1 We will provide the specification set out be amended by agr
- 7.2 [We may provide sl of the Job. Any su not intended to pro specific results.]
- 7.3 We will use reasonal those chosen by Y Property (or relevant the same Product catalogues and other minor technical characterist, in advance of Products, You may where applicable, the same products of the same produc
- 7.4 We will ensure that reasonable care are with best trade practices.
- 7.5 We will ensure tha apply from time to ti
- 7.6 We will properly di Insulation Installatio
- 7.7 Where a Job is to I
 will, where reasons
 and minimise any c
 work is being carr
 materials only in ar
 the Property at the

8. Faulty Products

- 8.1 If any Products ar Installation Service: Products or if the F should inform Us us
- 8.2 Within the first 30 refund, to keep t replacement.

Services in accordance with the on and in the Agreement (as may d Us from time to time).

, or similar documents in advance or illustrative purposes only and is tion of the Job nor to guarantee

e that the Products We use match le, are consistent throughout the There may be slight variations to ferences between photographs, ducts themselves, or as a result of pact your use of the Product in If different Products are required them without consulting with You of wish to accept the alternative refund of all sums paid including,

tion Services are performed with able standard which is consistent

evant codes of practice that may

results from Our provision of the

orking day, the Insulation Installer
Property in a clean and tidy state
d enjoyment of the Property while
ver possible, store all tools and
carried out or remove them from

e of Us providing the Insulation defect with one or more of those been incorrectly described, You have in Clause 3.

entitled, at Your option, to a full duced price, or to a repair or



8.3 After the first 30 ca option, repair or repair on the is not practicable of You are entitled to a reduced price. The been caused deliber follow instructions Product.

8.4 After the first six months the Product in querownership of it. You refund for up to six long it can reasonal

e first six months, We will, at Our ucts or, if a repair or replacement r or replacement is unsuccessful, r, You may keep the Product(s) at We can prove that the defect has ou, or as a result of Your failure to Installer or as included with the

elops a fault, You must prove that ime We supplied it and You took pair or replacement, or to a partial he nature of the Product and how

9. Problems with Our Service

- 9.1 If there is a probler they have not been ask Us to repeat o possible.
- 9.2 We always use re Insulation Installation with the Insulation soon as is reason problems with the I possible and practice.
- 9.3 We will not charge '
 problems have been determine that a information or action remedial work.
- 9.4 As a consumer, Yo goods or services. exercising them, it Advice Bureau or T
- 9.5 If We do not perfor and care, You have possible or done wi have the right to a r
- 9.6 If the Insulation Inst that We have provious performance or, if the inconvenience to Y does not relate to the have the right to a r
- 9.7 If for any reason W in accordance with We will bear any ar price reduction appl Job and, where You or partial refund. A

nsulation Installation Services, i.e. e care and skill, You are entitled to get a price reduction if this is not

nsure that Our provision of the e. If, however, there is a problem e request that You inform Us as use reasonable efforts to remedy vices as quickly as is reasonably

ems under this Clause 9 where the here nobody is at fault]. If We used by incorrect or incomplete y You, We may charge You for

ts with respect to the purchase of ur legal rights and guidance on You contact your local Citizens

tion Services with reasonable skill beat performance or, if that is not vithout inconvenience to You, You

performed in line with information o have the right to request repeat e within a reasonable time without ncerns information about Us that sulation Installation Services), You

the Insulation Installation Services not charge You for the same and at performance. In cases where a up to the full fees payable for the ment(s) to Us, may result in a full ssued without undue delay (and in



any event within 14 You are entitled to originally used by Y n the date on which We agree that via the same payment method n alternative method.

10. Your Obligations

- 10.1 If any consents, lid parties such as lan before We begin to
- 10.2 We may ask you to the Property before otherwise, this is Yo
- 10.3 You will ensure the Agreed Times to pro
- 10.4 You may either give present at the Agr promise that all kunstaller.
- 10.5 If You do not provid for Us to provide the any other provision We may invoice you
- 10.6 You must ensure to and a supply of hot

sions are needed from any third or similar, You must obtain them stallation Services.

- in furniture, fixtures and fittings in s You and We specifically agree
- r can access the Property at the lation Services.
- a set of keys to the Property or be Insulation Installer access. We and securely by the Insulation

the Property or make it impossible Services by failing to comply with o not have a good reason for this, es incurred as a result.

er has access to electrical outlets

11. Complaints and Feedbac

- 11.1 We always welcom all reasonable ende Ours is a positive of any cause for comp
- 11.2 All complaints are hand procedure, ava
- 11.3 If You wish to com contact Us in one of
 - 11.3.1 [In writing, department>
 - 11.3.2 [By email, department>
 - 11.3.3 [Using Our of form;]
 - 11.3.4 [By telephor <<insert nun

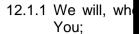
tomers and, while We always use our experience as a customer of ant to hear from You if You have

- ith Our complaints handling policy on(s)>>.
- of Your dealings with Us, please
- t name and/or position and/or
- t name and/or position and/or s>>;]
- the instructions included with the
- number>> [and choosing option]

12. Changing the Start Date

12.1 If You ask Us to cha





12.1.2 If it is not po terminate the

12.2 If We ask You to ch

12.2.1 agree a revis

12.2.2 terminate the

13. Cancellation of Contract

13.1 Where the Agreem right to a "cooling of You and Us is formed."

13.1.1 in relation to after the dat delivered in that you rece

13.1.2 in relation t

13.2 If You wish to canc inform Us immediat email to the postal Terms and Condition do not have to.

13.3 To meet the cand communication cor cancellation period

13.4 If You exercise this paid to the Us in Deposit, where app

13.5 We will refund mor unless You have ex any fees as a result

13.6 We will process the undue delay and, ir day on which We ar

13.7 If You exercise the

13.7.1 We will issu any event no Products (and Products to

13.7.2 You must re on which Yo

13.7.3 We may ma Products su You; agree a revised Start Date with

Start Date either You or We may 15).

may either:

15).

Period

premises", You have a statutory pegins once the contract between

, at the end of 14 calendar days are delivered. If the Products are ndar day period begins on the day and

tion Services, at the end of 14 the contract is formed.

the cooling off period, You should (e.g. a letter sent by post, fax, or email address specified in these Model Cancellation Form, but You

sufficient for You to send Your f the right to cancel before the

eceive a full refund of any amount (including, but not limited to, the

thod used to make the payment, e. In any case, You will not incur

a result of a cancellation without riod of 14 calendar days after the ation.

to Products:

ert normal refund period>> and in days after We receive the relevant delivery charges if You send the

within 14 calendar days of the day not be cancel and return them:

e refund for loss in value of any result of unnecessary handling by

13.7.4 Please also others cannot

13.8 If the Start Date fall request for provisio 14 calendar day co ordering process.] the following:

13.8.1 If the Job is You will lose

13.8.2 If You car Installation S Insulation In returned to Your wish to

13.8.3 The amount Insulation Ir Services alre the Insulati deductions of

13.8.4 We will proc in any event wish to cano

13.9 Clause 14 applies day cooling off period

become inseparably mixed with

eriod, You must make an express lation Services to begin within the equest forms a normal part of the st You acknowledge and agree to

4 calendar day cooling off period, the Job is completed;

ter provision of the Insulation
u will be required to pay for the
d any Products that cannot be
point at which You inform Us of

n proportion to the full price of the the actual Insulation Installation is that have already been paid for s will be refunded, subject to

insert normal refund period>> and r days after You inform Us of Your

Agreement after the 14 calendar

14. Cancellation Outside of t

14.1 In addition to Your following applies to period and before the

14.1.1 If You cance expired (or value) days>> before and any other event within

14.1.2 If You cance expired (or values) before applicable, a the cancella soon as is radays of cancel of the Depos for the should be accordance.

14.2 We may need to te unavailability of rec an event outside of We will inform You Deposit, if applicate

ting to the cooling off period, the Agreement after the cooling off

alendar day cooling off period has and more than <<e.g. 7 calendar Il refund the Deposit, if applicable, is reasonably possible, and in any cellation.

alendar day cooling off period has and less than <<e.g. 7 calendar will retain from the Deposit, if nancial loss that We suffer due to balance of the Deposit to You as in any event within 14 calendar cial loss is more than the amount as been paid), We will invoice You required to make payment in

before the Start Date due to the rials, or due to the occurrence of If such cancellation is necessary, ably possible. We will refund the paid as soon as is reasonably



possible, and in any

15. Termination

- 15.1 You may terminate Us written notice if:
 - 15.1.1 We have bre to remedy t writing to do
 - 15.1.2 We enter int over Our ass
 - 15.1.3 You and We elect to term
 - 15.1.4 We are unal event outsid
- 15.2 We may terminate notice if:
 - 15.2.1 You fail to n does not aff sub-Clause
 - 15.2.2 You have br to remedy t writing to do
 - 15.2.3 You and We Clause 12;
 - 15.2.4 You do not or otherwise the Insulation contact You sub-Clause
 - 15.2.5 We have be more than < control (see
- 15.3 For the purposes considered 'materia terminating Party. I will be had to whe misunderstanding.
- 15.4 If at the termination
 - 15.4.1 You have m
 Deposit, who
 have not yet
 is reasonabl
 termination
 charge You)
 as a result
 sub-Clauses

r days of termination.

ediate effect at any time by giving

any material way and have failed ert period>> of You asking Us in

dministrator or receiver appointed

gree a revised Start Date or You er Clause 12:

ion Installation Services due to an use 17).

ediate effect by giving You written

as required under Clause 6 (this interest on overdue sums under

n any material way and have failed ert period>> of Us asking You in

agree a revised Start Date under

staller with access to the Property the Insulation Installer to provide and We have been unable to lation Installation Services under

Insulation Installation Services for due to an event outside of Our

reach of the Agreement will be trivial in its consequences to the ot a breach is material, no regard any accident, mishap, mistake or

(including, but not limited to, the nsulation Installation Services We fill be refunded to You as soon as rent within 14 calendar days of the er, deduct from such a refund (or on for the net costs We will incur reement if We terminate it under ;

15.4.2 We have propaid for, the if no refund required to n

ion Services that You have not yet ed from any refund due to You or, ou for those sums and You will be nce with Clause 6.

16. Effects of Termination

- 16.1 If the Agreement is
 - 16.1.1 Any Clauses period after full force and
 - 16.1.2 Termination remedy which the Agreement

h:

or by their nature, relate to the of the Agreement will remain in

ce any right to damages or other have in respect of any breach of the date of termination.

17. Events Outside of Our Co

- 17.1 We will not be liable under these Terms cause that is beyor not limited to: powe or other industrial explosion, flood, (threatened or actual preparations for wathat is beyond Our in the cause of the cause of
- 17.2 If any event describe affect Our perform Conditions:
 - 17.2.1 We will infor
 - 17.2.2 Our obligation
 - 17.2.3 We will infor provide deta Installation S
 - 17.2.4 You or We n

lay in performing Our obligations e failure or delay results from any ol. Such causes include, but are provider failure, strikes, lock-outs riots and other civil unrest, fire, subsidence, acts of terrorism, undeclared, threatened, actual or tural disaster, or any other event

occurs that is likely to adversely igations under these Terms and

sonably possible;

t will be suspended and any time tended accordingly;

butside of Our control is over and times or availability of Insulation

hent (see Clause 15).

18. Liability

- 18.1 We will be responsible suffer as a result of of Our negligence consequence of the Us when the Agree loss or damage that
- 18.2 We will maintain insurance.
- 18.3 We provide Insulati only. We make no

e loss or damage that You may rms and Conditions or as a result foreseeable if it is an obvious r if it is contemplated by You and Ve will not be responsible for any

surance including public liability

or domestic and private purposes on that the Insulation Installation

Services are fit for We will not be liable to business or for a

- 18.4 If We cause any da no additional cost to damage in or to Y Insulation Installatio
- 18.5 We are not liable for failure to follow an Installer.
- 18.6 Nothing in these Te Our liability for deat or fraudulent misred
- 18.7 Nothing in these To rights as a Consur details of Your lega Trading Standards (

19. How We Use Your Person

We will only use Your pers Privacy Notice>> available

20. Other Important Terms

- 20.1 We may from time You notice, but We as is reasonably po
- 20.2 We may transfer (a third party (this ma occurs We will infor be affected and Ou third party who will it
- 20.3 You may not tra Agreement without unreasonably withh
- 20.4 The Agreement is b person or third party enforce any provision
- 20.5 If any provision of any competent auth validity of the oth Conditions and the
- 20.6 No failure or delay I means that We or Y breach of any prov any subsequent bre

r industrial purposes of any kind. rofit, loss of business, interruption tunity.

Ve will make good that damage at nsible for any pre-existing faults or nay discover while providing the

ou suffer which results from Your is given by Us or the Insulation

ntended to or will limit or exclude sed by Our negligence or for fraud

ntended to or will limit Your legal r protection legislation. For more ur local Citizens Advice Bureau or

n)

Our <<insert document name, e.g. >>.

rms and Conditions without giving endeavours to inform You as soon es.

d rights under the Agreement to a if We sell Our business). If this ights under the Agreement will not greement will be transferred to the

oligations and rights under the hission (such permission not to be

s not intended to benefit any other nerson or party will be entitled to

Terms and Conditions is held by enforceable in whole or in part the agreement or these Terms and n in question will not be affected.

g any rights under the Agreement t, and no waiver by Us or You of a means that We or You will waive ther provision.

21. Regulations and Informat

- 21.1 We are required by Additional Charges given or made avail with You (i.e. before been signed) exce context of the trans. Agreement or Quot before the Agreem information will, as contract with You as
- 21.2 As required by the F
 - 21.2.1 all of the info
 - 21.2.2 any other in Installation States account whe Agreement, Installation States

will be a part of the

22. Law and Jurisdiction

- 22.1 These Terms and you and Us (wheth construed in accord [Scotland].
- 22.2 As a consumer, yo your country of res reduces your rights
- 22.3 Any dispute, contro to these Terms and you and Us (whe jurisdiction of the condetermined by your

ets (Information, Cancellation and ensure that certain information is mer before We make Our contract Quotation and the Agreement has on is already apparent from the I the information itself either in the We will make it available to You accept the Quotation. All of that tions, be part of the terms of Our

-Clause 21.1; and

ive to You about the Insulation Our business which you take into t the Quotation and sign the her decision about the Insulation

h You as a Consumer.

ent, and the relationship between wise) shall be governed by, and gland & Wales] [Northern Ireland]

handatory provisions of the law in Clause 22.1 above takes away or those provisions.

aim between you and Us relating ment, or the relationship between erwise) shall be subject to the Scotland, or Northern Ireland, as

S

THIS AGREE

BETWEEN:

- (1) <<Name of Trader>> [a of number <<Company Register Address>> ("the Total Trader)
- (2) <<Name of Customer>> of

BACKGROUND:

- The Trader provides insure reasonable skill, knowledge
- (2) The Customer wishes to e ("the Insulation Installation
- (3) The Trader agrees to pro subject to the attached Ter

IT IS AGREED as follows:

1. The Agreement

- 1.1 This Agreement inc
- 1.2 In this Agreement, they have in the Tel
- 1.3 A legally binding co We sign this Agreer
- 1.4 We confirm and Yo You the following apparent from the c
 - 1.4.1 The main ch
 - 1.4.2 Our identity
 - 1.4.3 The total pri taxes or, if t which it will t
 - 1.4.4 The arrange (or within w Services;
 - 1.4.5 Our complai

day of

<Country of Registration>> under se registered office is at] OR [of]

e Customer")

es to consumer clients and has

vide the services specified below

llation Services to the Customer, ne terms of this Agreement.

erms and Conditions.

etters have the same meaning as

Us will be created when You and

have given or made available to here such information is already :

tion Installation Services;

tion Installation Services including ulated in advance, the manner in

formance, and the time by which perform the Insulation Installation

1.4.6 The duration is of indeterminations for the conditions are conditions.

- As required by the Additional Charges
 - 1.5.1 all of the info
 - 1.5.2 any other installation sentering into the Insulation contract with

re applicable, or if this Agreement be extended automatically, the

(Information, Cancellation and

use 1.4; and

ive to You about the Insulation nich You take into account when naking any other decision about will be part of the terms of Our

2. The Insulation Installation

- 2.1 We will:
 - 2.1.1 begin to prov
 - 2.1.2 aim to comp
 - 2.1.3 provide the <<insert tim writing;
 - 2.1.4 provide the <<insert add
 - 2.1.5 perform the specification
- 2.2 The specification fo full description of se
- 2.3 The Products we products to be supp
- 2.4 You and We may a

3. Fees and Payment

- 3.1 You will pay the Qu Services (subject to sum may be broken
 - 3.1.1 <<insert a bi
- 3.2 <<Insert full details

4. Waiver of Cooling Off Per

- 4.1 By signing this Ag Insulation Installation day cooling off period expire.
- 4.2 You acknowledge t pay Us for the Inst

ation Services on the Start Date of

date>>:

rvices during the Agreed Times of s as You and We may agree in

ervices at the Property located at

Services in accordance with the

n Services is [as follows: <<insert OR [attached].

ows: <<insert full description of attached specification].

specification from time to time.

im>> for the Insulation Installation
the Terms and Conditions). This

∕able>>.

) as detailed in the Quotation>>.

Is to commence provision of the and not to wait for the 14 calendar 13 of the Terms and Conditions to

ght to cancel You will be liable to ses provided up until the point at which You inform U Terms and Conditio

4.3 You acknowledge Installation Services period.

SIGNED for and on behalf of the T <<Name and Title of person signing

Authorised Signature

Date: _____

SIGNED by the Customer:

Signature

Date: _____

S

el, as set out in Clause 13 of the

right to cancel if the Insulation in the 14 calendar day cooling off

MOE ORM

To: <<trader to insert trader's name and email address>>

I/We (delete as appropriate) her my/our (delete as appropriate) cor

Name of consumer(s): << >>

Address of consumer(s): << >>

Signature of consumer(s): << >>

Date:

and, where available, fax number

e (delete as appropriate) cancel ation Services dated << >>.

