

1. Please read these Terms and Conditions carefully and check that the details on your Order, Our Quotation and in these Terms and Conditions are complete and accurate. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us. By accepting Our Quotation you indicate that you accept these Terms and Conditions and that you agree to abide by them.
2. **General**
3. The agreement is made between Aran Insulation Limited, Units 1-6 The Old Station, Higham, Bury St. Edmunds, Suffolk, IP28 6NE and the customer(s) named on the quotation / invoice / acceptance slip.
4. You can contact us by writing to the above address, by telephone 01284 812520, fax 01284 811166 or e-mail info@arangroup.co.uk
5. In this agreement the following terms have the following meaning:
 - a. "agreement" means the agreement for the installation/provision of goods and/or materials and/or equipment and/or works and/or services;
 - b. "cancellation period" means the 14 days following your acceptance of our quotation;
 - c. "company" or "we" or "us" or "our" means Aran Insulation Limited, its employees and agents;
 - d. "customer" or "you" means those persons named on the quotation / invoice / acceptance slip / Order;
 - e. "equipment" means the whole or any parts of the installed items and other such apparatus fitted by the company as part of the agreement;
 - f. "event outside our control" means an event beyond Our reasonable control including but not limited to unforeseen structural difficulties or defects in the premises, strikes, lock-outs or other industrial disputes (whether involving Our workforce or of any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, default of suppliers or subcontractors, fire, flood, storm, inclement or bad weather.
 - g. "goods" means the goods (or any part of them) set out in the Order;
 - h. "materials" means any materials supplied by the company that have or have not been specially manufactured for installation at the customer premises;
 - i. "order" means your Order for the installation/provision of goods and/or materials and/or equipment and/or works and/or services set out in our quotation;
 - j. "premises" or "site" means the house or building named in the agreement;
 - k. "PV" means Solar Photovoltaic.
 - l. "service" means the service(s), supplied by Us to you, which are set out in our quotation and including any variations, additions or remedials agreed in accordance with these terms and conditions;
 - m. "work" or "works" means construction work as defined in The Construction (Design and Management) Regulations 2015.
6. These are the terms and conditions on which We supply Goods, Materials, Equipment, Works and Services to you.
7. These terms and conditions shall apply unless otherwise stated within Our quotation.
8. These Terms constitute the entire agreement between you and Us. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Us which is not set out in these Terms.
9. All promotional material for the equipment, materials or works is for illustration only and not to scale. They shall not form part of the contract or have any contractual force.
10. If for any reason We are unable to carry out Our works on the date agreed and the reason is deemed to be the fault of the client we may charge a fee of £350 per day.
11. We shall not be liable to you as a result of any delay or failure to perform Our obligations under this contract as a result of an Event Outside Our Control.
12. If the Event Outside Our Control prevents Us from providing any of the Services and/or Goods for more than three weeks, We shall, without limiting Our other rights or remedies, have the right to terminate this contract immediately by giving written notice to you and:
 - a. you shall immediately pay to Us all of Our outstanding unpaid invoices and interest and, in respect of Goods and/or Services supplied but for which no invoice has yet been submitted, We shall submit an invoice (which in respect of Services shall be an amount which is in proportion to what has been performed up to the date of termination, in comparison with the full coverage of the contract), which shall be payable by you immediately on receipt; and
 - b. the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the contract which existed at or before the date of termination or expiry.
13. It is your responsibility to notify your household, buildings or contents insurers, should such be required, of any changes to the property brought about by the provision of the Services and in so far as the same is insurable to ensure appropriate insurance cover is affected. You are strongly recommended to check the insurance policy, schedule and terms and conditions to see if such notification is required and if there is any doubt you should notify the insurers in writing of the proposed Services before such work commences.
14. Under no circumstances shall you climb or otherwise interfere with the scaffolding, or permit others to do so. It is absolutely prohibited for anyone other than Our staff members or those engaged by Us to provide the Services to make use of the scaffolding and you will notify any visitors to the property accordingly on the grounds of health and safety.
15. Although We make every reasonable effort to keep materials out of the reach of others, materials that can be hazardous to health are used in connection with the provision of the Services and you should take precautions to ensure that you do not come into contact with the same. You are absolutely prohibited from interfering with any materials or equipment used by Us in connection with the provision of the Services.
16. **Survey, Quotation and Acceptance**
17. Following the survey and prior to installation we will provide you with a quotation.
18. The survey only relates to Our installation/provision of goods and/or materials and/or equipment and/or works and/or services and not to any other aspect of the premises.
19. This quotation remains open for acceptance for a period of 30 days from the date of issue unless otherwise dictated by the scheme manager, external Grant Funder or due to unforeseen market conditions. Should You decide not to accept Our quotation in its entirety We reserve the right to revise our quotation.
20. Our quotation is based on the property at the time of survey, should any changes be made to the property (including, without limitation, new windows being installed, hanging baskets fitted, boiler(s) or flues thereto being installed, decking, patio, loft boarding) that affect the equipment or materials to be installed and/or works be done You must inform Us of the alterations prior to install. We reserve the right to amend the quotation at any stage should this occur.
21. We rely on you giving accurate and truthful information on grant application forms where the Goods, Materials, Equipment, Works and Services are being wholly or partly paid for by Us obtaining grant assistance on your behalf. We reserve the right to recover from you the amount of the grant in full should any of the information you provide regarding your eligibility for grant assistance later be proven to be false.
22. You warrant and represent that You are the sole owner or occupier of the property (save for any other person you have disclosed to Us as also being a co-owner or co-occupant) and that you have the full right, power and authority to execute, deliver and perform this agreement, as well as to authorise the provision of the Services. We shall require, in our absolute discretion, all owners and/or occupants of the property to enter into this contract with Us and to be bound by the obligations contained herein, such that their liability for any sums due to Us under this contract will be joint and several.
23. These Terms will become binding on you and Us when We issue you with a written acceptance of an Order, or attend site to commence installation, at which point a contract will come into existence between you and Us.
24. When you sign and submit the quotation to Us this does not mean We have accepted your order. Our acceptance of the order will take place as described in clause 23. If We are unable to supply you, We will inform you of this and We will not process the order.
25. We are not experts in structural surveying. The Goods, Services and price set out in the Order are agreed on the basis of Our not encountering any structural difficulties during the course of providing the Services. Structural difficulties shall include, but not be limited to the discovery of gas, water, sewerage or electricity mains or inherent subsidence or existing defects in the premises such as and not limited to the existence of rot, woodworm or wasps nests. We reserve the right to vary the price in the event that structural difficulties are encountered in the course of providing the Services. We cannot be held liable for any delay occasioned by such unforeseen structural difficulties coming to light during the work and shall not be obliged to correct and/or overcome the structural difficulties.
26. You must notify Us of any grant or funding scheme you intend to apply under prior to the commencement of the Services together with the terms and conditions of installation applicable to the same. If notified to Us, We shall use reasonable endeavours to complete the Services in accordance with the terms and conditions of the scheme. Save for this, it is for you to satisfy any applicable eligibility criteria and the risk of your being unable to do so or of any fund becoming exhausted rests solely with you.
27. Upon payment in full by you of all sums due to Us under this contract only (in accordance with clauses 110 and 112), We shall complete, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of securing the release of funds from a scheme notified to Us in accordance with clause 26. In the meantime, without prejudice to any other right or remedy available, We shall be entitled to a general lien on all property within Our possession and belonging to you exercisable in respect of all sums lawfully due from you under this contract.
28. If these works were not priced from plan or from Our survey then these works are subject to re-measure and will be re-priced on a pro-rata basis.
29. **Attendances (To be provided free of charge by others)**
30. To be able to park within 20 metres of Our working areas. If parking is on a public highway or controlled parking area you will allow for any required permits to be provided to Us on or prior to arrival. Unless specified in Our quotation any additional charges for parking or vehicular access will be charged to You.
31. We require a constant supply of water and 220/240v or 110v power within 50 metres of the works. If this cannot be provided we must be informed prior to commencement to ensure other arrangements can be made. This may result in additional cost.
32. We have made no allowances for mobile toilets within the contract price and it is assumed that permission will be granted to use your facilities. Should this not be possible, an additional cost will be incurred for the hire of a mobile toilet which will need to be located on site;
33. Unless specified in Our quotation We have not allowed for Welfare facilities and will require access to site Welfare facilities.
34. You are responsible for making a storage area within a reasonable distance of the works available to Us throughout the duration of the provision of the Services. If you fail to do so then We will need to make alternative arrangements at additional cost; and
35. **Access to the premises**
36. Access will be given to Us at all reasonable times so that We may complete the installation of the equipment, materials and or works between 8am – 5pm Monday to Friday, (Saturdays by prior agreement). Works may, or may not be in one continuous site visit.
37. In the event that you do not provide the company with reasonable access as required, the company may in its absolute discretion, terminate the agreement
38. **Asbestos Containing Materials (ACMs)**
39. We do not undertake asbestos surveys. If you know or suspect that asbestos may be present at the property you MUST tell us. If We have suspicion that ACMs may be present we will inform you. If we have suspicion at installation stage We will halt works until the suspected material has been tested and removed or made safe as appropriate. We accept no responsibility for any cost associated with suspected ACM identification, testing, removal or consequences thereof.
40. We can arrange for a registered contractors to attend site to test and/or remove the asbestos in a safe and controlled manner at additional cost.

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41. **Overhead Cables**
42. The contract price does not include any costs associated with sheathing overhead supply cables to make them safe for our works. Please contact your District Network Operator (DNO) to arrange for this to be done should you decide to proceed with the works. Please note the DNO takes approximately 12 weeks before the shrouding is carried out.
43. **Permissions and Building Control Notification**
44. It is Your Responsibility to ensure that any necessary Planning Permission, Building Regulations, Listed Building or Conservation Area consent arising from the installation of the equipment and/or works are obtained prior to commencement. No claim against the company shall be entertained where failure to obtain planning permission or building regulations results in legal action and disputes by your relevant local authority, or the statutory removal of the equipment and/or works.
45. We are not able to give you advice in respect of legal matters such as (without limitation) the need for planning permission, the effect of planning conditions or other regulatory requirements, which might affect your premises or the proposed works. Please note that We are not and do not employ chartered surveyors, engineers or architects and We do not have detailed knowledge of local by-laws which may apply to or affect the carrying out of the Services. It is entirely your responsibility to check before entering into this contract: whether any approvals, licenses, plan submissions, freeholder's, head lessee's or mortgagees' consents may be required; or whether there are restrictive covenants which may affect the premises and/or works; or whether consents may be required with respect to curtilage or boundaries of the property; or permissions in relation to the Town and Country Planning Act 1990 and in particular historic or listed properties covered by the Listed Buildings and Conservation Areas Act 1990 or the Ancient Monuments and Archaeological Areas Act 1979 have been obtained. We cannot be responsible for any delay, disruption, claim, expense or other consequence caused by your failure to obtain appropriate planning permission or other such approvals, licenses and consents or by breach of a restrictive covenant or lease obligation.
46. Our quotation includes the cost of Building Control regularisation for which we will apply on your behalf (if required). We will register the installations with Gas Safe (gas boilers), OFTEC (oil boilers), MCS (Air Source Heat Pumps), The Installation Assurance Authority (Cavity Wall Insulation) who in turn will notify your local authority of the installation in accordance with the requirements of Building Regulations. We will also notify your DNO in advance of Air Source Heat Pump installation.
47. Where there is shared or limited access to the property We may need to enter neighbouring properties to erect scaffolding or otherwise provide the Services. The responsibility for gaining permission rests with you prior to works commencing. Should any permissions not be gained, there will be an additional cost as a result of the delay and/or disruption caused as a result;
48. **Tenants**
49. If You are a tenant, You will need Your landlord's permission before You can allow Us to start the work, and We may need You to give us evidence that You have got this permission. If We carry out work at the landlord's property and You have not got permission or have given Us false or inaccurate information, You will compensate Us for any losses We suffer because of Your failure to get Your landlord's permission.
50. **Gas, Oil and Electricity Supply**
51. Where a boiler or air source heat pump is being installed You will need to have an adequate gas/oil and electricity supply, as appropriate, to Your property before We can start the work. We can put you in touch with a gas or electricity distribution company to arrange this if You need Us to. We can provide oil tank installation if you need Us to.
52. Where storage heaters are being installed you will need to have an off-peak meter installed if you want your heaters connected to it. We can put you in touch with a gas or electricity distribution company to arrange this if you need us to.
53. **Performance of Service**
54. We shall perform the Services with all due care, skill and diligence, and in accordance with Good Industry Practice.
55. We shall use all reasonable endeavours to meet any performance dates for the Services agreed between us. Time shall not be of the essence for the performance of the Services. You should be aware that appointments and/or the time required may be subject to change or delay. Neither you nor us are liable for any delay. Reasons for change or delay may include adverse weather, staff illness or injury, traffic & transport issues, mechanical failure, site conditions, procurement of materials, structural issues caused by existing defects or any additional work required as a result of the final survey or revealed during the performance of the Services.
56. **The Work We Will Do**
57. We will install the equipment, materials and works at the premises in the position agreed between You and the surveyor and recorded on the quotation.
58. We will make good internally and externally but cannot be held responsible for non-matching due to weathering or ageing of existing finishes. We will make good but are not responsible for redecoration, or new construction for the purposes of concealing pipes and cables unless agreed between you and us and recorded in writing.
59. While We will exercise due care and skill, We cannot be held responsible for damage to hidden cables, pipes and wires if their location is not notified to Our surveyor/installer prior to the commencement of works.
60. We shall not be liable for the cost of repairing any pre-existing faults or damage to your property that We discover.
61. We will undertake only such work as We (in our absolute discretion) consider necessary for the installation of the equipment, materials and works. We do not undertake to remove or re-site fixtures, fittings, wires, pipes, TV aerials or satellite dishes or any other part of the premises unless We consider it necessary for the installation of the equipment.
62. Where possible, We will remove and reinstate some services, such as TV and broadband. These will be re-positioned to the best of our ability. However, if a service is lost a specialist may be required at additional cost. Other services may have to be insulated around, such as gas and electricity meters;
63. If any fixtures or fittings that need to be moved to perform the Services have not been moved by you, then there will be an additional charge for Us to move the same;
64. We may need you to lift carpets or take up all or some other floor coverings, including tongue-and-grooved floor coverings and parquet hardwood, rubber or tiled floors, so we can complete the work. We will give you as much notice as possible if we need you to do this. You can call a specialist contractor to do this work or we may be able to do it for you, if we do there may be an extra cost. If we do any of this work for you we will only be responsible for any unnecessary damage caused directly by our negligence and it will be your responsibility to put the flooring back once the work is completed.
65. To carry out the work as quickly as possible, we may use one of Our approved installers. All installers that we use are fully qualified, registered and carry identity cards. We are responsible for the approved installers we use.
66. We are unable to take responsibility for fixtures and fittings (including rainwater goods, soil vent pipe, facias, soffits, pipe work) that due to their poor condition or the removal process are rendered unusable and cannot be refitted. New / reclaimed fixtures and fittings and additional installation costs will be chargeable.
67. Where the existing fixtures and fittings (including rainwater goods, soil vent pipe, facias, soffits, pipe work) are not plastic, they will be replaced with plastic.
68. Safety file and operating/maintenance manuals will be produced at an extra cost of £150/copy.
69. **For External Wall Insulation Works**
70. In some circumstances boiler flues cannot be altered to suit the external wall insulation system. Should this be the case we reserve the right to omit the area of wall surrounding the flue.
71. Our quotation allows for the removal works for any fence lines or gates that may interfere with the installation of external wall insulation. Should the fence or gate be found to be beyond repair once removed then We reserve the right to request that a new fence or gate be supplied (by Us or you) at your expense. We hold no responsibility for damage caused in removing any item, unless caused by Our negligence;
72. We require all personal items to be moved away from both the internal and external of the treated walls (to a minimum of two metres, but further if practicable in respect of external items and a safe distance in respect of internal items bearing in mind the works involve drilling, which will cause some vibration and dust). The works produce an amount of brick, mortar and render dust despite our due care and reasonable skill. You should also notify your neighbours of this appointment and the generation of dust, so they can close their windows and refrain from hanging out washing. We shall not be liable for damage or loss caused to items as a result of your not moving or adequately protecting them. We shall also not be liable for any damage caused to vegetation, plants, flower beds or the like which could not reasonably have been avoided in the process of providing the Services and We ask that you take precautions prior to the works commencing;
73. Unless otherwise agreed by Us in writing in advance of the provision of the Services commencing, any decorative features to the external of the building will not be preserved/maintained in the process. We shall have no liability to you in this respect.
74. Variations in the quality, size, texture, shape, finish and appearance of Goods can arise in the manufacturing process. We shall not be liable for minor variations, blemishes or imperfections inherent in the manufacturing process. In the event of a dispute the Goods and/or Services shall be judged in accordance with the manufacturer's specifications and generally accepted tolerances in the industry; and
75. **For Internal Wall Insulation Works**
76. Unless otherwise agreed by Us in writing in advance of the provision of the Services commencing, any decorative features to the internal of the building will not be preserved/maintained in the process. We shall have no liability to you in this respect.
77. Variations in the quality, size, texture, shape, finish and appearance of Goods can arise in the manufacturing process. We shall not be liable for minor variations, blemishes or imperfections inherent in the manufacturing process. In the event of a dispute the Goods and/or Services shall be judged in accordance with the manufacturer's specifications and generally accepted tolerances in the industry; and
78. **For Boiler or Air Source Heat Pump Works**
79. We will test your water supply pressure before we start work. As water supply rates can change, we cannot be responsible for your central-heating system failing to work properly because your water supply becomes inadequate or keeps changing, unless we were negligent in how we tested your water pressure.
80. When connecting to existing heating circuits and heat emitters (such as radiators or existing underfloor heating), we cannot guarantee the integrity of the old pipework or heat emitters under the pressures required by the new system. Any leaks, pump or fittings failures resulting from this are therefore not our responsibility and their repair and/or replacement is therefore additionally chargeable.
81. Unless expressly identified in the quotation itself, the installation of a new boiler or air source heat pump will not correct the performance of any existing heat emitters that were not functioning properly prior to the new installation.
82. **For PV Works**
83. For PV systems, while we make every attempt to assess the impact of shading from other structures or objects nearby, it is impossible to accurately predict where shade will fall during our survey. The final position agreed between our surveyor and yourself relies heavily on your knowledge of the roof in question's shading pattern. We cannot accept responsibility for any loss of performance due to shading of the PV array once the equipment has been installed in the agreed position.
84. We reserve the right to immediately cease work and terminate the contract (if required) if the roofing materials are deemed to be of such a nature that installing panels may have a detrimental effect to the roofs stability, (example, rotten tile battens / rafters, perished felt) we cannot be held responsible for roof repairs out of our control.

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85. We are not responsible for the equipment installed by your electricity supplier such as the meter or meter box. You should check with your energy supplier to ensure that the meter you have is compatible with a PV system.
86. Removal of roof panels or any associated equipment will incur additional costs if required for any reason, (example, planning permission refusal, utility supplier not paying FIT's, etc)
87. **For Cavity Wall Insulation Works**
88. When installing cavity/party wall insulation to suitable external/internal walls, We inject through 22mm diameter holes drilled in the inner leaf prior to internal plastering/plaster boarding or outer leaf as agreed prior to works commencing/site direction. All as per and in accordance with the relevant Agrément Certificate.
89. We require that all Cavity Walls are closed off with cavity closers/doors and windows and free from any other openings. The building and cavities are to be dry and watertight prior to the installation of Our works.
90. Safe access equipment. We have allowed for industrial grade ladders to a maximum height of 8 metres in conjunction with a harness restraint system, working from solid and level floors. We have not allowed for access in stairwells, shafts, and perimeters, or for works above 8 metres.
91. While due care and reasonable skill is taken at survey and installation stages, we require you to inform us of any single skin construction areas of external wall as damage to these may occur if we are not informed. Should such a situation occur we are unable to accept liability for this damage.
92. Please note that any future building work that involves cutting in to filled cavities could disturb the fill and invalidate the warranty.
93. **For Loft Insulation Works**
94. Loft insulation when installed in multiple depths will consist of the first layer laid between ceiling joists with additional layers on top at 90° across joists to all accessible horizontal areas of the top floor ceiling excluding (if applicable) the area under the storage tanks, insulation to finish over roof plate on external walls leaving air space at eaves between insulation and roof covering.
95. We cannot take responsibility for any cracking to ceilings below and if the ceiling is new, We advise in order to avoid this for the ceilings to be dry for 72 clear hours before Our install.
96. We require all personal possessions, debris and rubble as the case may be to be removed from the loft space, including boards unless stated on the quotation or agreed with Us.
97. While due care and reasonable skill will be taken, we cannot accept responsibility for old or poor pipework within loft spaces that develops leakage following the installation of pipe insulation. Similarly, some ceilings may be extremely fragile due to poor or old construction, we cannot accept liability for any cracking that might appear as a result of the work.
98. Loft insulation is installed to a minimum depth of (270mm) invariably covering the tops of the joists. While due care and reasonable skill is taken, there are health and safety considerations for you when entering the roof space and disturbing the insulation.
99. Where we install loft ladders and/or raised boarding we cannot accept responsibility for any damage to ceilings that might occur due to the additional weight of the raised boarding and/or items you may store.
100. **Damage**
101. Any areas of damage that exist prior to work commencing will be photographed and detailed to ensure Our exemption from liability for such damage.
102. We cannot guarantee that any parts of the premises removed in order to install the equipment, materials or works will not be damaged when removed and in a condition appropriate for re-use. We will dispose of all such materials unless specifically requested not to by you.
103. Any damage deemed Our fault must be reported to Us within 48 hours of job completion.
104. **Liquidated and Ascertained Damages**
105. Notwithstanding anything contained elsewhere in these Terms and Conditions, Our exposure to any claim which may arise in respect of liquidated and ascertained damages, whether by way of a liquidated or unliquidated claim, will be limited to 1% of Our contract sum per week or part thereof.
106. **Variations to the Agreement**
107. We may make technical changes to the equipment, materials and works provided they are not to the detriment of the equipment, materials or works function and do not increase the price.
108. Any variations to the agreement must be agreed between you and us and will only be binding if recorded in writing. Any variations agreed by Us may result in extra charges being made to you.
109. **Payment**
110. We shall invoice you in respect of the full balance due in respect of the Goods and Services (i.e. the balance taking into account any payments already received by us) on or at any time after completion of the Services.
111. VAT will be charged at the applicable rate in line with current Government legislation.
112. Payment is due immediately upon completion of the works specified. All payments are to be made to Aran Insulation Limited; these can be given to the installer who will issue a receipt. If for whatever reason we have to send an invoice, payment is due within 14 days of the invoice date. If you fail to make any payment due to Us under the contract by the due date for payment a late payment fee of £25 (inclusive of VAT) will be added to the amount due and you shall pay interest on the total overdue amount at the rate of 5% per annum above the Bank of England's base rate. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount. Relevant guarantees are provided once final payment is received.
113. Until you have paid the price in full, all equipment and materials remains the sole property of the company and in the event of non-payment by you, you agree to permit the company, its employees or agents access to the property at reasonable times so that the company may remove its equipment and materials from the premises.
114. Any discounts or grants not offered directly by us are not guaranteed and we have no responsibility whatsoever for the payment of such monies.
115. You shall pay all amounts due under the contract in full without any set-off, counterclaim, deduction or withholding except as required by law. We may, without limiting our other rights or remedies, set off any amount owing to Us by you against any amount payable by Us to you. This remains the case irrespective of whether you are intending to fund any amounts due under this contract by way of a grant or any other third party funding. There is no guarantee that an application under a scheme will be successful or that any anticipated third party funds will be secured by you. Payment in full by you under this contract is not contingent on your securing any third party funding.
116. A deposit, as set out in the Order, is payable by you immediately upon entering into this contract. Save as otherwise provided by law or in this contract, the deposit is non-refundable in the event you should terminate or purport to terminate the contract outside of the Cancellation Period.
117. **Warranty**
118. We provide a 12 month installation and workmanship warranty for any works we are contracted to undertake with you, unless specified otherwise in our quotation. Guarantees for boilers, air source heat pumps, PV modules and inverters are independently guaranteed by the manufacturers. Upon completion we suggest you ensure you register your warranty with the relevant manufacturer.
119. **Cancellation**
120. Under no circumstances will We start the installation of equipment and/or undertaking construction works until the Cancellation Period has lapsed unless you give us your written explicit consent to start. In such cases the Cancellation Period will be deemed to have lapsed.
121. You have the right to cancel this contract within the Cancellation Period without giving any reason, in accordance with and only to the extent provided by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.
122. To exercise the right to cancel, you must inform Us of your decision to cancel this contract by a clear statement sent to Us using the contact methods detailed in clause 4. You may use the attached model cancellation form, but it is not obligatory. To meet the cancellation deadline it is sufficient for you to send your communication concerning your exercise of the right to cancel before the Cancellation Period has expired.
123. If you cancel all or any part of the agreement after the Cancellation Period we reserve the right to: withhold any deposits paid; charge you for the cost of the survey and software lodgement fees that are paid by Us to undertake the energy performance assessment; and charge you for any materials that have already been purchased that are specific to your particular installation.
124. You shall send back the Goods at your cost or hand them over to Us without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to Us. The deadline is met if you send back the Goods before the period of 14 days has expired.
125. You are only liable for any diminished value of the Goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the Goods.
126. If we have commenced works you will still have the right to cancel all or any part of the agreement, but you must pay for the value of the works provided up to the point you cancel. You must make payment even if the works were to be fully or partly grant funded where we are unable to access grant funding due to your cancellation.
127. We reserve the right to cancel before and after acceptance of your Order where circumstances genuinely beyond our control make it impossible to carry out the contract as agreed. Circumstances may include: not able to access the required funding; you if you fail to pay any amount due under this contract on the due date for payment; if we believe that we will not be able to successfully complete the works for technical or other reasons; or that safe access to any part of the structure is not possible using the standard equipment provided to undertake such works in line with Health & Safety regulations; unreasonable behaviour or demands by you, other householders, or neighbours. Where we cancel we will give you as much notice as possible and refund any advance payments You have made. If we have delivered materials to your property you agree to keep them safe, we will collect them at the earliest opportunity and at our cost. Where only part of the contract is undertaken Our pro-rata or standard charges for work actually completed will apply. No claims for compensation will be accepted.
128. If You cancel an appointment within 7 days of the proposed installation start date We may charge a cancellation fee of £150 (including VAT) if We are unable to replace the job at short notice.
129. If you cancel within the Cancellation Period, We will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). We will make the reimbursement: using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise, in any event you will not incur any fees as a result of the reimbursement: without undue delay; and not later than –
- 14 days after the day we receive back from you any Goods supplied, or
 - (if earlier) 14 days after the day you provide evidence that you have returned the Goods, or
 - if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.
130. We may make a deduction from the reimbursement for loss in value of any Goods supplied, if the loss is the result of unnecessary handling by you.
131. Without limiting its other rights or remedies, each party may terminate the contract with immediate effect by giving written notice to the other party if:

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- a. the other party commits a material breach of its obligations under this contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;
 - b. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986;
 - c. the other party enters into a formal insolvency procedure or commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party; or
 - d. the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business.
132. Without limiting Our other rights or remedies, We may suspend the supply of Services or all further deliveries of Goods under the contract or any other contract between you and Us if you fail to pay any amount due under this contract on the due date for payment, you become subject to any of the events listed in clause 131(b) to (d), or We reasonably believe that you are about to become subject to any of them.
133. **Complaints**
134. As a consumer, you have legal rights in relation to Goods that are faulty or not as described, as well as Services not carried out with reasonable care and skill. We are under a legal duty to supply Goods that are in conformity with this contract. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.
135. In the unlikely event that there is any defect with the Goods or Services:
- a. Contact Us in the first instance and tell Us as soon as reasonably possible;
 - b. Give Us a reasonable opportunity to repair or fix any defect; and
 - c. We will use every effort to repair or fix the defect as soon as reasonably practicable. You will not have to pay for Us to repair or fix a defect with the Goods or Services under this clause.
136. You may make a complaint by contacting us using the methods detailed in clause 4. A complaint, when received, will be reviewed and acknowledged within two (2) working days. We will send you our full complaints handling statement and will keep you updated throughout the process. We aim to resolve your complaint within eight weeks of receipt. Any action relating to resolution of your complaint will be carried out as soon as practical, depending on the nature and severity of any issue(s) raised. Where any suitable resolution can not be reached or if you are not satisfied with Our decision, We will inform you that you may refer the complaint to an Alternative Dispute Resolution Service in accordance with the Alternative Dispute Regulations 2015.
137. **Personal Information**
138. Using personal information: We are committed to protecting and respecting your privacy. This section sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us or our agents. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. For the purpose of the Data Protection Act, the data controller is Aran Insulation Limited and our data protection registration number is ZA516676.
139. We will contact you by email, phone, text message or other forms of electronic communications.
140. If we are contacting you to tell you about any offers, we will, as far as possible, do this in line with how you have told us you would prefer to receive marketing information.
141. We use information held about you in the following ways;
142. To carry out our obligations arising from any agreements entered into between you and us, this may include sharing relevant information with: the Department for Work and Pensions (DWP); HM Revenue & Customs (HMRC); The Office of Gas and Electricity Markets (Ofgem); The Health & Safety Executive (HSE); companies supporting the installation such as building specialists, software providers, guarantee companies, technical monitoring agents, our accreditation bodies; local authorities or their intermediaries/contractors; and charities, social housing providers, building control inspectors, the property owner or managing agent (where applicable), and the energy company promoting the measure.
143. To provide you with information, products or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes;
144. To notify you about changes to our service.
145. We may also use your data, or permit selected third parties to use your data,
146. To provide you with information about goods and services which may be of interest to you and we or they may contact you about these by post or telephone;
147. In the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets; or
148. If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use and other agreements; or
149. To protect the rights, property, or safety of Us, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.
150. You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us using the contact methods detailed in clause 4.
151. **Assignment and other dealings**
152. We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of Our rights under the contract and may subcontract or delegate in any manner any or all of Our obligations under the contract to any third party. You shall not, without Our prior written consent, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of your rights or obligations under the contract.
153. **Severance**
154. If any provision or part-provision of the contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the contract.
155. **Waiver**
156. If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
157. **Legal Basis**
158. Nothing in this contract shall seek to exclude or limit in any way Our liability for:
- a. death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
 - b. fraud or fraudulent misrepresentation;
 - c. breach of the terms implied by section 17 of the Consumer Rights Acts 2015 (trader to have rights to supply goods);
 - d. breach of the terms implied by sections 9, 11, and 13 of the Consumer Rights Acts 2015 (implied terms about quality or fitness, goods to be as described, goods to match a sample); or
 - e. defective products under the Consumer Protection Act 1987.
159. This contract shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts
160. Nothing in this agreement shall reduce your statutory rights under English law. If in doubt, you should seek independent advice.