

CONSUMER TERMS AND CONDITIONS FOR EXTERNAL WALL INSULATION WORKS

WE DRAW YOUR ATTENTION TO CLAUSES 53 TO 64 (CANCELLATION) & 43 TO 48 (YOUR CONSUMER RIGHTS)

Please read these terms and conditions carefully before you sign the order acceptance form. By signing the order acceptance form you indicate that you accept these terms and conditions and that you agree to abide by them.

1. When the following words with capital letters are used in these Terms, this is what they will mean:
 - a. **Delivery Deadline:** has the meaning set out in clause 31;
 - b. **Delivery Location:** has the meaning set out in clause 29;
 - c. **Consumer Contracts Regulations:** Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
 - d. **Event Outside Our Control:** has the meaning set out in clause 67;
 - e. **Goods:** the goods (or any part of them) set out in the Order;
 - f. **Order:** your Order for the Goods and/or Services as set out in the attached quotation;
 - g. **Services:** the services, supplied by Us to you, which are set out in the attached quotation and including any variations, additions or remedials agreed in accordance with these terms and conditions; and
 - h. **We/Our/Us:** Aran Insulation Limited incorporated and registered in England and Wales with company number 8182935 whose registered office is at Units 1 – 6, The Old Station, Higham, Bury St Edmunds, Suffolk, IP28 6NE.

OUR CONTRACT WITH YOU

2. These are the terms and conditions on which We supply Goods and Services to you.
3. Please ensure that you read these Terms carefully and check that the details on the Order and in these Terms are complete and accurate, before you submit the Order. 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.
4. 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.
5. When you sign and submit the Order to Us, this does not mean We have accepted your order for Services. Our acceptance of the Order will take place as described in clause 6. If We are unable to supply you with the Goods and/or Services, We will inform you of this and We will not process the Order.
6. These Terms will become binding on you and Us when We issue you with a written acceptance of an Order, at which point a contract will come into existence between you and Us.
7. 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.
8. Any samples, drawings, descriptive matter or advertising issued by Us and any descriptions of the Goods or illustrations or descriptions of the Services contained in Our catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the contract or have any contractual force.
9. These Terms apply to the contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
10. Any quotation given by Us to you shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.
11. All of these Terms shall apply to the supply of both Goods and Services except where application to one or the other is specified.

CHARGES AND PAYMENT

12. The price for the Goods and Services shall be the price set out in the Order.
13. Unless stated otherwise, all amounts payable by you under this contract are exclusive of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the contract by Us to you, you shall, on receipt of a valid VAT invoice, pay to Us such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
14. 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 for whatever reason.

15. 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 deposit paid) on or at any time after completion of the Services.
16. You shall pay any invoice submitted by Us:
 - a. within 14 days of the date of invoice; and
 - b. in full and in cleared funds to a bank account nominated in writing by Us, and
 - c. time for payment shall be of the essence of the contract.
17. The contract price and the details of the Goods and Services set out in the Order have been determined by an initial survey only. Once this contract has been entered into, We will arrange for a 'final survey' to take place, in which one of Our authorised employees will visit the premises in question and make a thorough assessment of the Goods and Services to be provided. It is important that the customer is present whilst this final survey is carried out. It may be that as a result of this 'final survey' We recommend variations to the Goods, Services and/or price set out in the Order. You will be invited to agree to any such proposed variation and in the event that such variation is refused by you, then you should be entitled to give written notice to terminate this contract. Neither party shall have any further liability to the other, save that any deposit already paid shall be returned to you less any costs that We have already incurred.
18. Our quotation includes the cost of Building Control regularisation for which we will apply on your behalf, if required.
19. The contract price and details of the Goods and Services set out in the Order have been determined based on the condition and state of the property at the time of the latest survey. Should any changes be made to the property after the time of the latest survey (including, without limitation, new windows being installed, hanging baskets fitted, boiler(s) or flues thereto being installed), then you must inform Us immediately if there is any possibility that it will affect in any way the provision of the Services or Goods required to be provided in connection therewith. We reserve the right to vary the contract price and/or Goods and Services to be provided in those circumstances or if any unforeseen issues arise during the course of providing the Services to reflect any further work required or increased costs occasioned.
20. 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.
21. In order to carry out the Services and 'final survey', We require full access to the premises at all reasonable times between 8am and 5pm. We shall not be responsible for any financial loss howsoever incurred by you if you take any time off work to allow Us access to the premises or to be present during the arranging or carrying out of the Services or the final survey. Works may not be in one continuous site visit.
22. If you fail to make any payment due to Us under the contract by the due date for payment, then you shall pay interest on the overdue amount at the rate of 5% per annum above the Bank of England's base rate from time to time. 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.
23. 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.
24. You must notify Us of any grant or funding scheme you intend to apply under prior to the commencement of the Services together with

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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.

25. Upon payment in full by you of all sums due to Us under this contract only (in accordance with clauses 15 and 16), 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 24. 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.

SCOPE OF THE SERVICES & ADDITIONAL CHARGES

26. The additional cost occasioned by any of the following shall be immediately payable by you:
- a. 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;
 - b. We require a constant supply of water and power throughout the duration of the installation. 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;
 - c. If you know or suspect that asbestos may be present at the property you MUST tell us;
 - d. Should asbestos be identified at the property after the contract price has been agreed, then works shall halt immediately and a registered asbestos removal contractor will be required to attend site to test and remove the asbestos in a safe and controlled manner;
 - e. Vehicular access and parking on or near the site is required. We assume that parking will be organised by you and that any required permits will be supplied by you at your cost. If this transpires not to be the case then additional costs will be incurred;
 - f. 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;
 - g. 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;
 - h. 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;
 - i. We are unable to take responsibility for rainwater goods, pipe work, fixtures and fittings that due to their poor condition are rendered unusable once removed to facilitate the installation. Should this be the case, there may be the need incur the cost of installing replacement items;
 - j. 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;
 - k. You are responsible for making a storage area 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
 - l. 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 so it is of utmost importance this is applied for straight away.
27. Where the existing soil vent pipe is made from cast iron, this will be replaced by a plastic soil vent pipe.

28. 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.

DELIVERY OF GOODS

29. We shall deliver the Goods to the location set out in the Order or such other location as We may agree with you (Delivery Location) at any time after We notify you that the Goods are ready.
30. Delivery of the Goods shall be completed on the Goods' arrival, or upon being made available for collection at the Delivery Location.
31. We shall provide you with an estimated delivery date for any Goods ordered. Time of delivery is not of the essence of the contract, but delivery shall be made within 30 days of the estimated delivery date, or such other period agreed between us (the "Delivery Deadline"). We shall not be liable for any delay or failure in delivery of the Goods that is caused by an Event Outside Our Control, your failure to provide Us with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
32. Without prejudice to clause 31, if We miss the Delivery Deadline for any Goods then you may cancel your Order straightaway if any of the following apply:
- a. We have refused to deliver the Goods;
 - b. delivery within the Delivery Deadline was essential (taking into account all the relevant circumstances); or
 - c. you told Us before We accepted your Order that delivery within the Delivery Deadline was essential.
33. If you do not wish to cancel your Order straight away, or do not have the right to do so under clause 32, you can give Us a new deadline for delivery, which must be reasonable, and you can cancel your Order if We do not meet the new deadline.
34. If you fail to accept or take delivery of the Goods within seven days of Our notifying you that the Goods are ready, then except where such failure or delay is caused by a Event Outside Our Control or by Our failure to comply with our obligations under the contract in respect of the Goods:
- a. delivery of the Goods shall be deemed to have been completed at 9.00 am on the seventh day following the day on which the We notified you that the Goods were ready; and
 - b. We shall store the Goods until delivery takes place, and charge you for all related costs and expenses (including, without limitation, any insurance We decide (in Our absolute discretion) to purchase in respect of the Goods).
35. If 14 days after We notified you that the Goods were ready for delivery you have not taken delivery of them, We may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to you for any excess over the price of the Goods or charge you for any shortfall below the price of the Goods.
36. You shall not be entitled to reject the Goods if We deliver up to and including 5 per cent more or less than the quantity of Goods ordered, but a pro-rata adjustment shall be made to the Order invoice on receipt of notice from you that the wrong quantity of Goods was delivered.
37. We may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle you to cancel any other instalment.

TITLE

38. Title to the Goods shall not pass to you until We have received payment in full (in cash or cleared funds) for such Goods and any other goods that We have supplied to you.
39. If before title to any goods that We have supplied passes to you, you become subject to any of the events listed in clause b to clause d inclusive, then, without limiting any other right or remedy We may have, We may at any time:
- a. require you to deliver up all Goods in your possession which have not been resold, or irrevocably incorporated into another product; and
 - b. if you fail to do so promptly, enter any of your premises or of any third party where the relevant goods are stored in order to recover them.

SUPPLY OF SERVICES

40. We shall use all reasonable endeavours to meet any performance dates for the Services agreed between us, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services. You should be aware that the time required may be subject to delays caused by bad weather, staff illness or injury, by difficulties in obtaining products from third parties, by structural difficulties or by difficulties caused by any existing

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defects in the premises or any additional work required as a result of the final survey or revealed during the performance of the Services.

41. We may have to suspend the Services if We have to deal with technical problems, or to make improvements agreed between you and Us in writing to the Services. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency. You do not have to pay for the Services while they are suspended under this clause.
42. We shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and We shall notify you in any such event.

IF THERE IS A PROBLEM WITH THE GOODS OR SERVICES

43. 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.
44. We provide a 12 month installation and workmanship warranty for any works we are contracted to undertake with you.
45. In the unlikely event that there is any defect with the Goods or Services:
- please contact Us and tell Us as soon as reasonably possible;
 - please give Us a reasonable opportunity to repair or fix any defect; and
 - 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.
- d. You may make a complaint by letter sent by post to the address in section 1.h, telephone call to 01284 812520, fax to 01284 811166 or e-mail to info@araninsulation.co.uk. A complaint, when received, will be reviewed and acknowledged within five (5) 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 twenty eight (28) days 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.
46. Without prejudice to clauses 43 and 47, you should note the following:
- We shall not be liable for the cost of repairing any pre-existing faults or damage to your property that We discover in the course of installation and/or performance by Us;
 - 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). 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;
 - 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.
 - 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
 - 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.

47. Nothing in this contract shall seek to exclude or limit in any way Our liability for:
- death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
 - fraud or fraudulent misrepresentation;
 - breach of the terms implied by section 17 of the Consumer Rights Acts 2015 (trader to have rights to supply goods);
 - 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
 - defective products under the Consumer Protection Act 1987.
48. We only supply the Goods and/or Services for domestic and private use. You agree not to use the Goods and/or Services for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

TERMINATION

49. 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:
- 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;
 - 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;
 - 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
 - the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business.
50. Without limiting Our other rights or remedies, We may terminate the contract with immediate effect by giving written notice to you if:
- you fail to pay any amount due under this contract on the due date for payment; or
 - a closer examination of the property than was undertaken at the latest survey reveals its structure to be unsuitable for insulation/render or that the working practices required in connection with the provision of the Services would be unsafe or involve a breach of Health & Safety legislation.
 - 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; if we believe that we will not be able to successfully complete the works for technical or other reasons; 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.
51. 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 49(a) to (e), or We reasonably believe that you are about to become subject to any of them.
52. Without prejudice to your right of cancellation at clause 53 of this contract, on termination of the contract for any reason and without prejudice to Our other rights or remedies:
- any deposit paid by you is non-refundable and in circumstances where a deposit has not been paid by you, then you shall immediately pay an administration fee to Us of £500.00 plus VAT. Should the

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deposit already paid by you be less than £500 plus VAT, then you shall immediately pay to Us the difference to the total value of £500.00 plus VAT;

- b. 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
- c. 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.

CANCELLATION

- 53. You have the right to cancel this contract within 14 days without giving any reason in accordance with and only to the extent provided by the Consumer Contracts Regulations.
- 54. The cancellation period will expire after 14 days from the day:
 - a. of the conclusion of the contract (in the case of a service contract);
 - b. on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the Goods (in the case of a sales contract);
 - c. on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good (in the case of a contract relating to multiple goods ordered by the consumer in one order and delivered separately);
 - d. on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last lot or piece (in the case of a contract relating to delivery of goods consisting of multiple lots or pieces); or
 - e. on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the first good (in the case of a contract for regular delivery of goods during a defined period of time).
- 55. To exercise the right to cancel, you must inform Us of your decision to cancel this contract by a clear statement (e.g. a letter sent by post to the address in section 1.h, telephone call to 01284 812520, fax to 01284 811166 or e-mail to info@group.co.uk). You may use the attached model cancellation form, but it is not obligatory.
- 56. 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.
- 57. If you cancel this contract, 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).
- 58. 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.
- 59. We will make the reimbursement without undue delay, and not later than –
 - a. 14 days after the day we receive back from you any Goods supplied, or
 - b. (if earlier) 14 days after the day you provide evidence that you have returned the Goods, or
 - c. if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.
- 60. 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. We may withhold reimbursement until we have received the Goods back or you have supplied evidence of having sent back the Goods, whichever is the earliest.
- 61. You shall send back the Goods 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.
- 62. You will have to bear the direct cost of returning the Goods.
- 63. 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.
- 64. If we have commenced works you will still have the right to cancel, but you must pay for the value of the works provided up to the point you cancel.

GOODWILL GUARANTEE OF GOODS

- 65. The Goods may come with a manufacturer's guarantee. If so, a copy of the guarantee will be provided with the Goods upon delivery.
- 66. Any guarantee referred to at clause 65 is in addition to, and does not affect, your legal rights in relation to the Goods that are faulty or not as described.

EVENTS OUTSIDE OUR CONTROL

- 67. For the purposes of these Terms, 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.
- 68. 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.
- 69. 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.

IMPORTANT NOTICES & OBLIGATIONS

- 70. 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.
- 71. 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.
- 72. 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.

GENERAL

- 73. **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 Act), the data controller is Aran Insulation Limited. and our data protection registration number is ZA516676.
 - a. We will contact you by email, phone, text message or other forms of electronic communications.
 - b. 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.
 - c. We use information held about you in the following ways;
 - i. 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

CONSUMER TERMS AND CONDITIONS FOR EXTERNAL WALL INSULATION WORKS
WE DRAW YOUR ATTENTION TO CLAUSES 53 TO 64 (CANCELLATION) & 43 TO 48 (YOUR CONSUMER RIGHTS)

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.

- ii. 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;
 - iii. to notify you about changes to our service.
 - d. We may also use your data, or permit selected third parties to use your data,
 - i. 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;
 - ii. 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
 - iii. 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
 - iv. 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.
 - e. 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 at info@araninsulation.co.uk.
74. **Assignment and other dealings:** 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.
75. **Severance:** 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.
76. **Waiver:** 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.
77. **Variation:** Except as set out in these Terms, no variation of the contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by Us. Any variations agreed by Us may result in extra charges being made to you.
78. **Third Parties:** This contract is between you and Us. No other person shall have any rights to enforce any of its terms.
79. **Governing Law & Jurisdiction:** This contract shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.