

CONSUMER TERMS AND CONDITIONS FOR HEATING WORKS

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. The agreement is made between Aran Insulation Limited and the customer(s) named on the quote / invoice / acceptance slip
2. In this agreement the following terms have the following meaning:
 - a. "agreement" means the agreement for the installation of equipment
 - b. "the customer" or "you" means those persons named on the quote / invoice / acceptance slip
 - c. "the company" or "we" or "us" or "our" means Aran Insulation Limited, company number 8182935, registered address Units 1-6 The Old Station, Higham, Bury St. Edmunds, Suffolk, IP28 6NE.
 - d. "the equipment" means the whole or any parts of the installed items and other such apparatus fitted by the company as part of the agreement
 - e. "the premises" or "site" means the house or building named in the agreement
 - f. "standard materials" means any equipment supplied by the company that has not been specially manufactured for installation at the customer premises.
 - g. "special materials" means any equipment supplied by the company that has been specially manufactured for installation at the customer premises.
3. Performance of Service
We shall perform the Services with all due care, skill and diligence, and in accordance with Good Industry Practice.
4. The Survey and the Price
Following the survey and prior to installation we will provide you with a quotation, depending on the equipment and work required to make the installation.
The survey only relates to the installation of the equipment and not to any other aspect of the premises.
This quotation remains open for acceptance for a period of 30 days following the installation survey unless otherwise dictated by the scheme manager, utility company or due to unforeseen market conditions.
5. When you sign and submit your acceptance of our quotation (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, or attend site to commence installation, at which point a contract will come into existence between you and Us.
7. Promotional material
All promotional material for the equipment is for illustration only and not to scale.
8. Variations to the agreement
Any variations to the agreement must be agreed between you and us and will only be binding if recorded in writing.
We may make technical changes to the equipment provided they are not to the detriment of the equipment function and do not increase the price.
9. Delays in installation
Neither you nor us are liable for any delay in the completion of the installation which arises from causes beyond our control (including but not limited to fire, flood, civil disturbance, strike action, criminal damage, acts of war, adverse weather)
We will not be held responsible for delays due to illness, traffic, or mechanical failure.
10. Access to the premises
You agree to permit the company, its employees and agents to access the property at reasonable times so that the company may carry out the installation of the equipment
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
In the event that full payment is not received, 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
11. Tenants
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.
12. Listed Buildings
If your property is a listed building, it is your responsibility to make sure that you get any permission you need before we start the work, and we will need evidence from you that you have got this permission. If you do not get the permission you need, you may be prosecuted in the criminal courts. We will not be able to start any work if you have not got the appropriate planning permission or if you are unable to give us evidence that you have this permission. If we carry out work at your property and you have given us false or inaccurate information, you will compensate us for any losses we suffer because of your failure to get the permission you needed, which may include court fines and penalties.
13. Gas, Oil and Electricity Supply
Where a boiler is being installed you will need to have an adequate gas/oil and electricity supply 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. 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.
14. The work we will do
We will install the equipment at the premises in the position agreed between you and the surveyor and recorded on the quote.
We will undertake only such work as we (in our absolute discretion) consider necessary for the installation of the equipment. 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.
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.
We cannot guarantee that any parts of the premises removed in order to install the equipment will not be damaged when removed and in a condition appropriate for re-use. We will dispose of all such materials unless specifically requested by you.
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.
Where a boiler is fitted 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.
Where a new boiler is connected 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.
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.
Unless expressly identified in the quotation itself, the installation of a new boiler will not correct the performance of any existing heat emitters that were not functioning properly prior to the new installation.

Any unforeseen works not indicated at survey stage are to be chargeable to the client at an agreed rate deemed to be fair and reasonable.

15. Payment

You agree to pay the balance of the price strictly within the duration defined on the invoice(s). The company reserves the right to charge interest at 2% per calendar month above the Bank of England base rate on any outstanding balance.

Until you have paid the price in full, all equipment remains the sole property of the company and in the event of non-payment by you the company may remove the equipment from the premises. You are responsible for the payment of any taxes or government fees applicable to the installation of the equipment, such as VAT.

16. Cancelling the agreement

Should you wish to cancel this agreement, you have 14 days from the date of quotation acceptance to send your cancellation notice to us. 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 us at the address given in 2.c above, telephone call to 01284 812520, fax to 01284 811166 or e-mail to info@arangroup.co.uk), you may use the Cancellation Form we provide.

If you cancel this agreement within this 14 day cancellation period, any deposit paid will be returned to you in full and there will be no similar drawback as a result of cancellation.

Should the agreement be cancelled after the 14 day cancellation period stated above, we reserve the right to withhold any deposits paid if equipment and/or materials have already been purchased that are specific to your particular installation.

If we have commenced works you will still have the right to cancel, but you shall pay us an amount which is in proportion to what has been performed until you have communicated to Us your cancellation from this contract, in comparison with the full coverage of the contract.

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; 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. 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.

17. Complaints

You may make a complaint by letter sent by post to us at the address given in 2.c above, telephone call to 01284 812520, fax to 01284 811166 or e-mail to info@arangroup.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 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.

18. Planning permission and building control notification

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 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.

19. Overhead cables

It is Your Responsibility to ensure that any necessary overhead cables are sheathed/covered by your local DNO which is normally a free service. (The number to ring for this region is 0845 6014516.)

20. Gas Safe /OFTEC notification

We will register the boiler installation with Gas Safe (gas boilers) or OFTEC (oil boilers) who in turn will notify your local authority of

the installation in accordance with the requirements of Building Regulations.

21. We provide a 12 month installation and workmanship warranty for any works we are contracted to undertake with you.
22. 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.
 - 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 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@arangroup.co.uk.

Nothing in this agreement shall reduce your statutory rights under UK law. If in doubt, you should seek independent advice.