

WARM-SPACE INSULATION LIMITED

Insulation House
Caen View, Rushy Platt,
Swindon, Wiltshire SN5 8WQ

Terminology used in these Terms & Conditions

"The Contractor" means Warm-Space Insulation Limited, Insulation House, 20 Caen View, Rushy Platt, Swindon, SN5 8WQ. (Company registration number 3234306).

"The Client" means the person who accepts an offer of sale from the Contractor or whose order for insulation has been accepted by the Contractor.

1. Order Acceptance

1.1 All orders placed are subject to acceptance by an acknowledgement in writing from the Contractor and subject to the Contractor's Terms & Conditions.

2. Pricing

2.1 Grant Funding is subject to availability from the Energy Supplier or Funding Agent.

2.2 Prices quoted are House Type Prices and are not subject to adjustment for areas that cannot be accessed.

3. Cavity/Loft insulation

3.1 Every effort will be made to access all areas i.e above conservatories, car port etc and every care will be taken. The Contractor cannot be held responsible for subsequent damage to roofing material in accessing difficult areas.

3.2 During the drilling process an amount of dust will be given off. The Client must ensure that all windows are closed, cars are moved and neighbours advised.

3.3 All objects such as ornaments should be removed from window sills prior to commencement of installation. The drilling process will cause some vibration which may result in movable objects being dislodged.

3.4 The Contractor will not be held responsible for damage to pipes or electrical cables concealed in brick work behind rendered areas or in cavities unless this has been pointed out to the Contractor in writing prior to Installation.

3.5 Holes drilled in the mortar joints will be filled and matched as closely as possible to the existing mortar colour. However, a perfect match cannot be guaranteed. Holes drilled through coloured render will be filled and repainted on completion providing the colour is white or magnolia. All other colours will be subject to the Client making available the correct colour paint on the day of installation. Again a perfect match cannot be guaranteed.

3.6 Where Loft Insulation is being installed there is a small risk of fine fissures appearing in the plasterboard ceiling. The Contractor cannot be held responsible for these fissures.

3.7 Where a loft requires clearing, it is the Client's responsibility to clear the loft prior to commencement of works. Clause 7.2 deals with consequences of not clearing the loft before commencement of works.

3.8 Where pipes and tanks are being insulated, the Contractor will not be responsible for subsequent leaks as a result of poor quality or aged pipe work.

4. Repairs Procedure

4.1 Damages caused by the Contractor's employees or representatives during installation of insulation must be reported in writing by the Client within 7 days of any damage caused. The Contractor's address can be found in 'Terminology'.

4.2 The Contractor will endeavour to repair damages caused using their own network of trades people. Where external quotations for repair work are obtained by the Client, any repair costs must be authorised by the Contractor prior to commencement of repairs.

4.3 Repairs authorised and actioned by the Contractor will be carried out during normal working hours
Monday - Friday between 8.00am - 4.00pm.

5. Terms of Payment

5.1 Payment in full becomes due on completion of the Contractor's works. The Contractor is entitled to claim interest on late payment at the Statutory interest rate of 8% per annum above the Bank of England base rate. Additionally, any extra costs incurred by legal action will also be added to the outstanding debt.

5.2 Where Cavity Wall Insulation is being installed, the CIGA guarantee will be issued once full and final settlement has been received.

6. Right to Cancel

6.1 The Client has the right to cancel it's application and any contract made with the Contractor within a period of 7 days. The Client may exercise this right by sending or delivering to the Contractor a written notice of cancellation within 7 days of making the contract. The Contractor's address can be found in 'Terminology'.

6.2 The Contractor reserves the right to cancel an accepted order if there is a valid reason for the cancellation and the Client will be refunded/reimbursed for any payments made in advance of completion of works.

6.3 The Contractor reserves the right to cancel in the event of force majeure. Please refer to Clause 8.

7. Cancellation Charges

7.1 If the Client cancels an accepted order, the Contractor reserves the right to charge the Client for breach of contract. This charge shall be at the Contractor's discretion.

7.2 The Contractor reserves the right to charge a minimum of £150.00 for abortive works owing to Lofts not cleared before commencement of works.

7.3 If a Client wishes to cancel the scheduled appointment, the Client must inform the Contractor at least 48 hours prior to the appointment date. A minimum cancellation charge of £150.00 will be applied if the Client fails to adhere to this notice period. This charge shall be at the Contractor's discretion.

7.4 The Contractor shall make all reasonable efforts to insulate according to scheduled dates but shall not be liable to the customer for cancellations or delays in commencement of works under an event of force majeure, Clause 8.

8. Force Majeure

8.1 Force Majeure means that a party to an agreement (the Contractor) shall not be liable for the non-performance of its obligations due to an unexpected event outside its control.

8.2 In the event of 'force majeure' whereby appointments cannot be met owing to conditions outside of the Contractor's reasonable control, the Contractor shall not be liable to the customer for cancellations or delays.

8.3 When 'force majeure' occurs, the Contractor shall liaise with the Client to give continuous updates and to discuss the recommencement of works at an agreed re-scheduled date.

8.4 If an event of 'force majeure' prevails for a period of two months or more, the Client reserves the right to terminate the contract by written notice to the Contractor. Payments made may be refunded to the Client less any administrative costs incurred by the Contractor for processing the order. A minimum deduction of £50.00 shall be applied.