



## TERMS & CONDITIONS FOR LOFT AND CAVITY WALL INSULATION

1. This quotation remains open for acceptance for a period of 30 days following the installation survey unless otherwise dictated by the scheme manager, external Grant Funder or due to unforeseen market conditions.

2. When you accept the quotation to Us this does not mean Benington Commercial Ltd trading as Arrow Insulation (We/Our/Us) have accepted your order for Goods and/or Services. Our acceptance of the order will take place as described in clause

3. 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.

4. These Terms will become binding on you and Us when you pay your deposit payment or We attend site to commence installation, at which point a contract will come into existence between you and Us.

5. Access will be given to Us at all reasonable times so that We may complete all necessary work. 8am –5pm Monday to Friday, (Saturdays by prior agreement) and in one continuous site visit.

6. If an appointment is cancelled within 7 days of the proposed installation, we may charge a cancellation fee of £100 (including VAT@ 20%) if we are unable to replace the job at short notice.

7. Payment is due on satisfactory completion of the works specified work, unless the work is being provided through external funding or a prior arrangement before work commences.

All payments are to be made to Benington Commercial Ltd; 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 you shall pay interest on the total overdue amount at the rate of 3% per annum above the Bank of England's base rate. Such interest shall accrue daily 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 or where the work is completed free of charge through

external funding.

8. We rely on you giving accurate and truthful information on funding application forms where the Goods and/or Services are being wholly or partly paid for by Us obtaining funding assistance on your behalf. We reserve the right to recover from you the amount of the funding in full should any of the information you provide regarding your eligibility for funding assistance later be proven to be false.

9. For these services a 220/240v power supply must be made available by you onsite

10. VAT will be charged at the applicable rate in line with current government legislation.

11. You warrant that you have the authority to enter this contract.

12. We shall perform the Services with all due care, skill, and diligence, and in accordance with Good Industry Practice.

13. While due care and skill is applied at survey stage, the Company reserve the right to withdraw from the contract in whole or in part if closer examination at install the structure reveals its unsuitability for insulation, or that safe access to any part of the property is not possible using the standard equipment provided to undertake such works in line with Health & Safety regulations. Where only part of the contract is undertaken the Company's prorata or standard charges for work completed will apply.

14. Due to nature of Cavity Wall Insulation we reserve the right to cancel an installation at short notice should the weather conditions be unsuitable. A new agreed date will then be sought.

15. While the company will exercise due care and skill, it cannot be held responsible for damage to hidden cables, pipes, and wires if their location is not notified to our surveyor prior to the commencement of works, however, We could be liable if the damage is caused through our negligence or lack of reasonable care.

16. Cavity Wall Insulation: Please remove all items from windowsills or hanging on the external walls as they may be dislodged by vibration caused when drilling the walls. The works produce an amount of brick, mortar and render dust despite our due care and reasonable skill. Please ensure all garden furniture, plants and other items close to walls to be insulated are moved prior to works commencing. 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

17. 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.

18. 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.

19. We require all personal possessions to be removed from the loft space, including boards unless stated on the quotation overleaf.

20. 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 because of the work, unless its due to our own negligence.

21. Prices are quoted on a combination of cavity volume or area along with access and other site related factors. Where We may have given you an indication of time, that is solely for your benefit for planning purposes. A job may take less time but remain the same quoted rate. The same goes for it taking longer than we had planned.

22. Adding further work to the agreed task whilst the team is onsite, if indeed the team can carry out said work, then we would simply charge a reasonable rate consistent with the rate of the current task

23. Should our team turn up to carry out the agreed work and they are not able to because the property has to be properly prepared we will rebook to return a later date with a rebooking fee of £200.

24. Any damage must be reported to the Company as soon as reasonable practical of job completion.

25. As a consumer, you have legal rights in relation to Goods that are faulty or not as described, as well as Services not conducted 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.

26. 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;
- 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.

27. You may make a complaint by entering the details on our complaints page on the Arrow Insulation website ([www.arrowinsulation.co.uk/complaints](http://www.arrowinsulation.co.uk/complaints)), or a call to 01202 934 444. A complaint, when received, will be reviewed, and acknowledged within five (5) working days. We aim to resolve your complaint within two weeks of receipt. Any action relating to resolution of your complaint will be conducted as soon as practical, depending on the nature and severity of any issue(s) raised. Where any suitable resolution cannot 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.

28. 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 (Information, Cancellation and Additional Charges) Regulations 2013

29. To exercise the right to cancel, you must inform Us of your decision to cancel this contract by a clear statement via email [info@arrowinsulation.co.uk](mailto:info@arrowinsulation.co.uk) or by calling 01202 934 444.

30. Where work is being provided free of charge, please note that under no circumstances will the Company start work on the installation until your eligibility for funding has been approved as well as after your property has been fully assessed as suitable by a Retrofit Coordinator.

31. Please note that any future building work that involves cutting in to filled cavities could disturb the fill and invalidate the warranty.

32. We provide a 24 month installation and workmanship warranty for any works we are contracted to undertake with you. There is also a 25 year Product Guarantee. Both of these are backed by an Insuraced Backed Guarentee.

33. 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. To the Data Protection Act 1998 (the Act), the data controller is Benington Commercial Ltd trading as Arrow Insulation, and our data protection registration number is ZA699824.

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. if 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 to comply with any legal obligation, or 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. 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@arrowinsulation.co.uk](mailto:info@arrowinsulation.co.uk)