Terms and Conditions

Please read these terms and conditions carefully

1. Interpretation - In these conditions “Company” means Anglian Insulations Limited of Frost Industrial Estate, Bidewell Close, Drayton, Norwich, NR8 6AP. “Conditions” means standard terms and conditions of sale set out in this document and includes any terms and conditions agreed in writing between the customer and the company. “Contract” means the contract between the company and the customer for the purchase and sale of the goods and services, incorporating these conditions and the quotation. “Customer” means the person who purchases goods and services from the company. “Goods” means the goods or part of which the company is to supply in accordance with the contract/quotation. “Services” means those services to be carried out by the company in accordance with the contract. “Quotation” means the quotation issued by the company to the customer in connection with the supply of the goods and/or services. “Property” means the address stipulated in the contract for the delivery of the goods and/or services to the customer as specified.
2. Contract – The Company has carried out a survey of the property and shall sell the goods and services and the customer shall purchase the goods and services in accordance with the contract. These conditions shall govern the contract between the company and the customer to the exclusion of any other terms and conditions. No variation to these conditions to these conditions and/or the contract shall be binding. A quotation is given on the basis that no contract will come into existence until the company confirms an order. Any quotation is valid for a period of 28 days only from its date, provided the company has not previously withdrawn it.
3. Orders – A quotation shall deem to be accepted by the company when the customer signs the quotation. A quotation shall detail the specification of the goods to be supplied and/or the services to be performed by the company. The customer shall provide the company with any necessary information relating to the contract. The description of the goods and/or services shall be as set out in the quotation. The company reserves the right to make any changes in the specification of the goods and/or services which are required to conform with any legal requirements or to safely install the goods and carry out the services. Any amendments the customer may require to the quotation will result the company providing a revised quotation.
4. Prices – The price of the goods and/or services shall be the price set out in the quotation. Where there is a withdrawal or variation of any funding of grants provided by a third party to the company or the customer towards the cost of provision of any goods and/or services the company may at its discretion vary any quotation or the price of the goods and/or services; or terminate the contract without any liability on its part. If the company is unable to complete the contract due to the fault of the customer, the customer shall pay for the goods and/or services that have been provided and supplied up to the date work ceases. The company reserves the right to cease supplying the goods and/or services if, in its opinion, to carry on would endanger or damage life. In such circumstance the customer shall pay for the goods and/or services that have been provided and supplied up to the date work ceases. The prices quoted and/or invoiced by the company will be inclusive of value added tax if applicable.

5. Terms of Payment – The Company shall invoice the customer for the price of the goods and/or services at time of delivery. Where the company exercise any rights to terminate the contract or suspend the provision of the goods and/or services in accordance with these conditions, then it shall be entitled to invoice the customer for the price of any goods and/or services provided and supplied up to the date work ceases. Unless otherwise agreed in writing by the company, the customer shall pay the company's invoice on completion of the installation. The time of payment of any payable by the customer shall be of the essence of the contract. If the customer fails to make any payment on the due date then without prejudice to any other right or remedy available to the company, the company shall be entitled to cancel the contract and charge the customer interest on any outstanding balance at 5% above Lloyds Bank minimum base lending rate.
6. Delivery and Access – Unless otherwise stated, delivery of the goods and/or services shall be made at the property upon such a date or dates agreed between the parties. If the customer fails to allow delivery of the goods and/or services then the company may without prejudice to other rights and remedies charge the customer for the costs incurred by the company. The customer is responsible for providing a safe means of access from the public highway to the property; preparing the location at the property to enable the company to carry out the services and install the goods; allowing the company, its employees and representatives reasonable access to the location where the goods and/or services are to be carried out. The company will be entitled to terminate the goods and/or services without liability to the customer if the customer fails to comply with its obligations under the terms of the contract.
7. Property and Risk – Risk of damage to or loss of the goods shall pass to the customer at the time the goods are delivered to the property. Property in the goods shall not pass to the customer until the company has received in full all sums due to it in respect of the goods and/or services. Until ownership of the goods has passed to the customer, the customer must hold the goods on a fiduciary basis as the company's bailee. The customer's rights to possession of the goods shall terminate immediately if any circumstances set out in the terms of the contract shall apply. On termination of the contract, howsoever caused, the company's rights under the terms of the contract will remain in effect.
8. Warranties and Limitation of Liability – The Company shall under no liability in respect of any defect in or damage to the goods arising from fair wear and tear, neglect, fire or smoke damage, weather, accidental damage, wilful damage or negligence or any other default of the customer. The company shall under no liability for any damage that the company's employees or representatives cause to the customer's belongings where the customer fails to move the same pursuant to clearing all belongings of the customer to enable the company to carry out the services and install the goods. The company will not be responsible in any circumstances for any indirect or consequential loss to the customer or any loss that is not reasonably foreseeable. The company will have no liability to the customer for any failure or delay in providing the goods or services where this is due to the default of the customer, including without limitation, a breach by the customer of delivery and access to the property. The company shall not be liable for a breach of any warranties if defects arise because the customer failed to comply to follow the company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the goods or the customer alters or repairs such goods. Where the customer deals as a consumer, the customer has certain statutory rights regarding defective goods and services and claims in

respect of losses caused by negligence of the company or failure by the company to carry out its obligations and these conditions shall not affect the customer's statutory rights as a consumer. Nothing in these conditions limits or excludes, or is intended to limit or exclude the company's liability for death or personal injury caused by its negligence or for fraudulent misrepresentation. If the performance of the goods and/or services or any obligation there under is too prevented by force majeure the company shall be excused performance of the goods and/or services, provided that the company shall use its best endeavours to remove such cause of non-performance. For the purpose of these terms and conditions the term "force majeure" includes: act of god, lightning, earthquake, storm, explosion, flood, tempest, fire, accident, war or threat of war, sabotage, insurrection, civil disturbance, requisition, bye-laws, government restrictions (both parliamentary or local authority), embargoes, strikes, lock-outs, industrial actions (whether involving employees of the company or of a third party), lack of raw materials, labour, fuel, parts or machinery, power failure and withdrawal or variation of any funding (including without limitation any grants or subsidies) provided by a third party to the company or the customer towards the cost of provision of any goods and/or services.

9. Guarantees – Any guarantee issued by the company shall be for the benefit of the customer and all subsequent owners of the property and shall be valid for the period as stated in the guarantee. On completion of the contract and payment in full, the company shall apply for a guarantee from the Cavity Insulation Guarantee Agency, if applicable to the goods and/or services provided. The customer acknowledges that a Cavity Insulation Guarantee Agency guarantee is provided by a party independent of the company.
10. Jurisdiction – The contract and these conditions shall be governed by the laws of England and the parties agree to submit to non-exclusive jurisdiction of the English courts.