

RT Installation Systems

Business Terms & Conditions

Company Registration Number: 16492344 • Waste Licence Registration: CBDU031941

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1. Basis of Contract

- 1.1** Subject as below all agreements for the supply of goods and services by RT Installation Systems Ltd (The Company) will be subject to the following Terms and Conditions and in dealing with the Company the Customer accepts that these Terms and Conditions shall apply to any Contracts between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, including the Customer's own terms and conditions (if any).
- 1.2** Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions.
- 1.3** The Company will sell and the Customer will purchase the goods and/or services in accordance with the final written Quote (the Quote) of the Company which is accepted by the Customer, subject in either case to these Terms and Conditions.

2. Primary Obligations and Warranties

- 2.1** The Company shall:
 - 2.1.1** Carry out the works in accordance with the Quote (the Works) and provide all materials, tools and equipment necessary for the performance of the Works to the Customer's site.
 - 2.1.2** Use all reasonable endeavours to meet any performance dates specified in the Quote, but any such dates shall be estimated only and unless otherwise notified time shall not be of the essence for performance of the Works.
 - 2.1.3** Have the right to make any changes to the Works which are necessary to comply with any applicable law or safety requirement or which do not materially affect the nature or quality of the Works and the Company shall notify the Customer in any such event.
 - 2.1.4** Use all reasonable care and skill in the performance of the Works.
 - 2.1.5** The Company shall maintain the appropriate insurance policies for all activities performed under these Terms and Conditions.
- 2.2** Each party warrants that it has the full power and authority to enter into a Contract subject to this Terms and Condition.

3. **2.3** The Customer and the Company agree that, insofar as the Company has performed any part of the Works before the date of acceptance of the Quote, the obligations and liabilities of the Customer and the Company contained in these Terms and Conditions shall take effect in all respects as if the Quote had been dated prior to the commencement of that part of the Works by the Company.
4. **2.4** The Customer agrees that the nature of the Works is such that when the spray foam insulation is being removed some damage to the roof may occur despite the Company's best efforts to prevent it. The Company cannot be held liable for any damage to the roof of the property as this is practically unavoidable, however the Company agrees to replace the roofing felt and make an attempt to diminish the appearance of any such damage. Under no circumstances the replacement of the felt shall be done outside and the Customer agrees that no such requests can be made. No complaints regarding this shall be entertained unless they are regarding any other issues with the Works performed and filed with the Company in accordance with Clause 6 below.

3. Commencement and Completion of the Works

1. **3.1** The Customer shall:
 1. **3.1.1** Cooperate with the Company in all matters relating to the Works.
 2. **3.1.2** Provide such access to the property subject to the Works (the Property) and other facilities as may reasonably be requested by the Company and agreed with the Customer in writing in advance for the purpose of the Works.
2. **3.2** The Company shall use its reasonable endeavours to complete the works within any time scale notified to it by the Customer in writing.
3. **3.3** If it appears to the Company that the Works will not be completed by the date so notified, the Company shall give notice to the Customer and the Customer shall within 7 days of such notice assess the likely effect of such delay and notify the Company of its assessment and any revised completion date.
4. **3.4** When in the reasonable opinion of the Customer the Company has completed the Works, the Company shall issue a notice to that effect and the Works shall be practically complete on the date stated in the said notice.

4. Contract Price and Payment

1. **4.1** The Customer shall pay the amount set out in and/or referred to in the Quote and in the stages referred to therein. All sums referred to in the Quote are exclusive of VAT.
2. **4.2** All payments are done upon receipt of an invoice for the Works via bank transfer or debit/credit card as per the details listed on the invoice. Unless a special arrangement has been made no delays in payment shall be entertained.
3. **4.3** If any sum payable by the Customer to the Company is not paid by the final date for payment, the Company shall be entitled to charge interest on the overdue amount at 8% above the Bank of England Base Rate from time to time. Interest will accrue on a daily basis from the final date for payment up to the date of actual payment, after as well as before judgment.
4. **4.4** In the event of the Company engaging solicitors or other agencies to collect all or any sums due from the Customer to the Company, the costs that are incurred by the Company

shall be paid by the Customer such costs not being limited to those recoverable under a Court action.

5. **4.5** The Customer shall pay all amounts due under the Quote in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Company may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Company.

5. Right of Suspension

1. **5.1** Without affecting the Company's other rights and remedies, if the Customer fails to pay the sum payable in accordance with Clause 4 (together with any VAT properly chargeable in respect of such payment) by the final date for payment and the failure continues for 7 days after the Company has given notice to the Customer of its intention to suspend the performance of its obligations under the Contract and the ground or grounds on which it is intended to suspend performance, the Company may suspend performance of any or all of its obligations until payment is made in full.
2. **5.2** Where the Company exercises its right of suspension under Clause 5.1, it shall be entitled to a reasonable amount in respect of costs and expenses reasonably incurred by it as a result of the exercise of the right.
3. **5.3** Applications in respect of any such costs and expenses shall be made to the Customer and the Company shall with its application or on request submit such details of the costs and expenses as are reasonably necessary to enable its entitlement to be ascertained.

6. Complaints

1. **6.1** If any of the Works is found by the Customer during the period of 7 days following the date of practical completion (as stated in the notice issued by the Company pursuant to Clause 3.4) to contain a defect or otherwise found not to have been carried out by the Company in accordance with the Quote, the Customer must contact the Company via email and include all available details about their complaint to the Company.
2. **6.2** To the extent that the Company is required to make good the Works pursuant to Clause 6.1, the Company shall be allowed to access to the Property for the purposes of making good the Works if an Agreement has been reached between the Company and the Customer.
3. **6.3** Without prejudice to Clauses 6.1 and 6.2 and the Company's liability for the Works generally, the Company shall provide the Customer with all manufacturers' warranties for all goods, materials and parts in respect of the Works effective from the date of completion of the Works.

7. Termination

1. **7.1** Either party may terminate the Contract on written notice if:
 1. **7.1.1** The other party commits a material breach of any terms and conditions which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 7 days after being notified in writing to do so.
2. **7.2** On termination of the Contract the Company shall be entitled to payment of that part of the Contract price up to the date of termination for that part of the Works performed.

3. **7.3** Termination of the Contract howsoever arising shall be without prejudice to the rights and remedies of either party in relation to negligence, breach, error, omission or default of the other prior to termination.

8. Cancellations

1. **8.1** As per the Consumer Contracts (Information, Cancellation, and Additional Charges) Regulations 2013, you have the right to cancel any contract for goods or services within 14 days from the date the contract is signed. This law is designed to protect consumers by allowing them time to reconsider their purchase or service commitment.
2. **8.2** This acknowledges that you are aware of your legal right to cancel the contract within 14 days, but you voluntarily choose to proceed with the agreed-upon work, starting immediately, and waive your right to the cooling-off period.
3. **8.3** If you do choose to cancel within this period, any work that has been completed up until the point of cancellation may still be chargeable.
4. **8.4** All cancellations must be in writing and can be sent via email to info@rtinstallationsystemsLtd.com.

9. Insolvency of Customer

1. **9.1** If the Customer:
 1. **9.1.2** Makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a Company) becomes subject to an administration order or goes into liquidation (otherwise and for purpose is of amalgamation or reconstruction) or;
 2. **9.1.3** An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer or;
 3. **9.1.4** Ceases, or threatens to cease, to carry on business or, the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
2. **9.2** Without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the contract or suspend any further deliveries or performance under the contract without any liability to the Customer, and if goods have been delivered but not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary, in addition to the other remedies available to the Company herein.

10. Assignment

1. **10.1** The Customer shall not without the written consent of the Company assign, transfer its rights and obligations under the Contract.
2. **10.2** The Company may at any time assign, transfer or deal in any other manner with any or all of its rights and obligations under the Contract.

11. Variation

1. **11.1** No variation of the Works and these Terms and Condition shall be effective unless agreed in writing and signed by the parties.

12. Severance

1. **12.1** If any provision or part-provision of this Terms and Condition 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 these Terms and Conditions.

13. Third Party Rights

1. **13.1** No one other than a party to the Contract, their successors and permitted assignees, shall have any right to enforce any of its terms.

14. Governing Law

1. **14.1** The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and English courts shall have the exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions.

15. Independent Decision for the Over 65

1. **15.1 *Independent Decision-Making:*** I confirm that I can make my own decisions regarding my financial and legal matters without assistance from a Power of Attorney (POA) or any other party.
2. **15.2 *Understanding of Information:*** I acknowledge that I have received clear and comprehensive information regarding the services discussed and understand the implications of my decisions. I have had the opportunity to ask questions, and all my inquiries have been addressed satisfactorily.
3. **15.3 *Comfort with the Process:*** I confirm that I am comfortable with the process we have followed during this consultation and feel no pressure or undue influence from any party while making my decision.
4. **15.4 *Capacity to Participate:*** I declare that I am both mentally and physically capable of participating in this discussion and making decisions today.
5. **15.5 *No Power of Attorney:*** I affirm that I do not have a Power of Attorney currently managing my financial or legal affairs. I understand that should I have a POA, I would need their involvement in any decisions made.
6. **15.6 *Voluntary Participation:*** I understand that my participation in this process is entirely voluntary, and I am free to withdraw my consent at any time without any negative consequences.
7. **15.7 *Duty of Care:*** I acknowledge that RT Ltd has a duty of care to ensure my well-being and that this acknowledgment form is a part of fulfilling that responsibility.