

## Changes to the Terms of Business

We may revise these Terms at any time at our sole discretion.

You can check when these Terms were last updated by checking the date at the top of the Terms. If we make any material changes, we may also send an email to you at the last e-mail address you provided to us pursuant any current Contract between us. Any changes to the Terms are effective immediately but do not affect Contracts currently in force unless we have agreed to vary the Contract in accordance with the variation provisions of that Contract.

You are responsible for checking our Terms page at <http://thermalacoustics.co.uk/terms.html> from time to time to take notice of any changes we have made, as they are binding on you.

Continued use of the Services after any changes constitutes your consent to the changes.

## Terms of Business

### Definitions

**Client** – if applicable, the person instructing the Customer to carry out primary works or services, and in relation to which the Customer requires the Company's assistance

**Company, we, our, us** – Thermal and Acoustic Solutions Limited

**Consumer** – an individual buying Services from us wholly or mainly for personal use (and not for use in relation to a trade, profession, craft or business).

**Contract** – the Form of Acceptance together with these Terms.

**Customer, you, your** – the person (whether a business customer or a consumer) who has accepted and signed this Form of Acceptance

**Deliverables** – the outputs of the Services and any other documents, products and materials provided by us to you in relation to the Services.

**Form of Acceptance** – the Company's order form which, once completed and signed by the Customer forms the Contract in accordance with clause 3.1 of these Terms.

**Key Terms** – the extract of these Terms printed on the back of the Form of Acceptance.

**Services** – the services we provide to you, as specified on the Form of Acceptance.

**Terms** – these terms of business.

## 1. These Terms

- 1.1 **What these Terms cover.** These are the terms and conditions (the 'Terms') on which we supply the Services to you.
- 1.2 **Why you should read them.** Please read these Terms carefully before you submit your order to us. These Terms tell you who we are, how we will provide Services to you, how you and we may change or end the Contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms, please contact us to discuss.
- 1.3 **Are you a business customer or a consumer?** In some areas you will have different rights under these Terms depending on whether you are a business or consumer. Provisions specific to consumers only are in **BLUE** and those specific to businesses only are in **GREEN**.
- 1.4 If you are a business customer this is our entire agreement with you. If you are a business customer the Contract incorporating these Terms constitutes the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in the Contract and that you shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

## 2. Information about us and how to contact us

- 2.1 **Who we are.** We are Thermal & Acoustic Solutions Limited a private limited company registered in England and Wales. Our company registration number is 06383197 and our registered office is at 6 Saxon Centre, Fountain Way, Christchurch, Dorset, BH23 1QN. We carry out the following services: S.A.P. calculating, ESBEM, BREEAM, air testing, sound testing and acoustic specifications. All services are carried out by staff who are appropriately skilled and, where required, certified in accordance with applicable regulations.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01202 487463 or by writing to us at shaun@thermalacoustics.co.uk, 6 Saxon Centre, Fountain Way, Christchurch, Dorset, BH23 1QN.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these Terms, this includes emails.

### **3. Our Contract with you**

3.1 **How we will accept your order.** Our acceptance of your order will take place when we email you our Form of Acceptance and ask you to read, sign and return it to us. Once you have read, signed and returned the acceptance form to us, a Contract will come into existence between you and us.

3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the Services. This might be because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the Services or because we are unable to meet a delivery deadline you have specified.

3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.4 **We only sell to the UK.** Our website is solely for the promotion of our Services in the UK. Unfortunately, we do not accept orders from and/or deliver to addresses outside the UK.

### **4. Our Services**

### **5. Your rights to make changes**

If you wish to make a change to the Services you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Services, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

### **6. Our rights to make changes**

6.1 **Minor changes to the Services.** We may change the Services to reflect changes in relevant laws and regulatory requirements. For example changes to applicable building and energy regulations.

### **7. Providing the Services**

7.1 **When we will provide the Services.**

- (a) **If the Services are one-off services.** We will begin the services on the date agreed with you during the order process. The estimated completion date for the services is as told to you during the order process.
- (b) **If the Services are ongoing services.** We will supply the services to you until the services are completed or you end the Contract as described in clause 8 or we end the Contract by written notice to you as described in clause 10.

7.2 **We are not responsible for delays outside our control.** If our supply of the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Contract and receive a refund for any Services you have paid for but not received.

7.3 **If you do not allow us access to provide services.** If you do not allow us access to your property (or arrange for us to access your Client's property) to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the Contract and clause 10.2 will apply.

7.4 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the Services to you, for example, building regulation drawings. If so, this will have been stated in the description of the Services on our website. We will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the Contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.5 **Reasons we may suspend the supply of Services to you.** We may have to suspend the supply of a Product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the Services to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the Services as requested by you or notified by us to you (see clause 6.).

7.6 **Your rights if we suspend the supply of Services.** We will contact you in advance to tell you we will be suspending supply of the Services, unless the problem is urgent or an emergency. If we have to suspend the Services for longer than 30 calendar days we will adjust the price so that you do not pay for Services while they are suspended. You may contact us to end the Contract for a Product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 30 calendar days and we will refund any sums you have paid in advance for the Services in respect of the period after you end the Contract.

7.7 **We may also suspend supply of the Services if you do not pay.** If you do not pay us for the Services when you are supposed to (see clause 14.4) and you still do not make payment within 7 calendar days of us reminding you that payment is due, we may suspend supply of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services. We will not suspend the Services where you dispute the unpaid invoice (see clause 14.7). We will not charge you for the Services during the period for which they are suspended. As well as suspending the Services we can also charge you interest on your overdue payments (see clause 14.6).

## 8. Your rights to end the Contract

8.1 **You can always end your Contract with us.** Your rights when you end the Contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the Contract and whether you are a consumer or business customer:

- (a) **If what you have bought is faulty or misdescribed you may have a legal right to end the Contract** (or to get the Services repaired or replaced or a service re-performed or to get some or all of your money back), **see clause 12** if you are a consumer and **clause 13** if you are a business;
- (b) **If you want to end the Contract because of something we have done or have told you we are going to do, see** clause 8.2;
- (c) **If you are a consumer and have just changed your mind about the Services, see** clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
- (d) **In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see** clause 8.5.

8.2 **Ending the Contract because of something we have done or are going to do.** If you are ending a Contract for a reason set out at (a) to (e) below the Contract will end immediately and we will refund you in full for any Services which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the Services or these Terms which you do not agree to (see clause 8.3);
- (b) we have told you about an error in the price or description of the Services you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the Services may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 working days; or
- (e) you have a legal right to end the Contract because of something we have done wrong.

8.3 **When consumers do not have a right to change their minds.** Your right as a consumer to change your mind does not apply in respect of Services, once these have been completed, even if the cancellation period is still running;

8.4 **How long do consumers have to change their minds?** If you are a consumer how long you have to change your mind depends on what you have ordered and how it is delivered. If you have bought Services from us (for example, S.A.P. calculations ) you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the Services you cannot change your mind, even if the period is still running. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.

8.5 **Ending the Contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you are not a consumer who has a right to change their mind (see clause 8.1), you can still end the Contract before it is completed, but you may have to pay us compensation. A Contract for Services is completed when we have finished providing the Services and you have paid for them. If you want to end a Contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The Contract will end immediately and we will refund any sums paid by you for Services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the Contract.

9. **How to end the Contract with us (including if you are a consumer who has changed their mind)**

9.1 **Tell us you want to end the Contract.** To end the Contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 01202 487463 or email us at shaun@thermalacoustics.co.uk, 6 Saxon Centre, Fountain Way, Christchurch, Dorset, BH23 1QN. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) **Online.** Complete the [contact form](#) on our website.
- (c) **By Post.** Please write to us at this address: 6 The Saxon Centre, Fountain Way, Christchurch, Dorset, BH23 1QN

9.2 **How we will refund you.** If you are entitled to a refund under these Terms we will refund you the price you paid for the Services, by the method you used for payment. However, we may make deductions from the price, as described below.

9.3 **When we may make deduction from refunds if you are a consumer exercising your right to change your mind.** If you are exercising your right to change your mind in relation to the Services, we may deduct from any refund an amount for the supply of the Services for the period for which the Services were supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the Contract.

9.4 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then: your refund will be made within 14 days of your telling us you have changed your mind.

## 10. Our rights to end the Contract

10.1 **We may end the Contract if you break it.** We may end the Contract for the supply of Services at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 7 calendar days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services, for example, building regulation drawings;
- (c) you do not, within a reasonable time, allow us to supply the Services to you; or
- (d) you do not, within a reasonable time, allow us access to your premises to supply the Services.

10.2 **You must compensate us if you break the Contract.** If we end the Contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Contract.

## 11. If there is a problem with the Services

**How to tell us about problems.** If you have any questions or complaints about the Services, please contact us. You can telephone our customer service team at 01202 487463 or write to us at shaun@thermalacoustics.co.uk, 6 Saxon Centre, Fountain Way, Christchurch, Dorset, BHH23 1QN.

## 12. Your rights in respect of defective Services if you are a consumer

12.1 If you are a consumer we are under a legal duty to supply Services that are in conformity with this Contract. See the box below for a summary of your key legal rights in relation to the Services. Nothing in these Terms will affect your legal rights.

### Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

Your purchases consist of Services, for example a support Contract for a laptop or tickets to a concert, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also clause 8.2.

## 13. Your rights in respect of defective Services if you are a business

13.1 If before we accepted your order you have explicitly informed us of the purpose for which you require the Service and the Services or Deliverables are demonstrably unfit for that purpose, then, without limiting or affecting other rights or remedies available to you, you are entitled to require us to re-perform (at our own cost) the Services, or to refund you in full for the rejected Services (**'Warranty'**);



13.2 Except as provided in this clause 13, we shall have no liability to you in respect of any failure of Services or Deliverables to comply with the Warranty set out in clause 13.1.

13.3 These Terms shall apply to any replacement Services supplied by us under clause 13.1.

#### **14. Price and payment**

14.1 **Where to find the price for the Services.** The price of the Services (which includes VAT) will be the price quoted to you when you placed your order.

14.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.

14.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Services we supply may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price of any particular service at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price of any particular service at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

14.4 **When you must pay and how you must pay.** We accept payment by bank transfer and cheque made payable to Thermal and Acoustic Solutions Ltd.

For **Services**, we will invoice you per project milestones in arrears for the Services until the Services are completed. You must pay each invoice within 14 calendar days after the date of the invoice. Certificates will not be released until payment has been received by us.

14.5 **No right of set-off.** If you are a business customer you must pay all amounts due to us under these Terms in full and on time without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law) and regardless of whether your Client has paid you for your Services or not.

14.6 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of NatWest Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

14.7 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us within 7 calendar days to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

**15. Our responsibility for loss or damage suffered by you if you are a consumer**

15.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

15.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services; and for defective Services under the Consumer Protection Act 1987

15.3 **When we are liable for damage to your property.** If we are providing Services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the Services.

15.4 **We are not liable for business losses.** If you are a consumer we only supply the Services to you for domestic and private use. If you use the Services for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 16.

**16. Our responsibility for loss or damage suffered by you if you are a business**

16.1 Nothing in these Terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

16.2 Subject to clause 16.1:

- (a) we shall not be liable to you, whether in Contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any Contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any Contract between us, whether in Contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to one hundred per cent (100%) of the total sums paid by you for Services under such Contract.

## **17. How we may use your personal information**

17.1 **How we will use your personal information.** We will use the personal information you provide to us:

- (a) to supply the Services to you;
- (b) to process your payment for the Services; and
- (c) if you agreed to this during the order process, to give you information about similar Services that we provide, but you may stop receiving this at any time by contacting us.

17.2 **We will only give your personal information to third parties where the law either requires or allows us to do so.**

## **18. Other important terms**

18.1 **We may transfer this Contract to someone else.** We may transfer our rights and obligations under these Terms to another organisation. You need our consent to transfer your rights and obligations under the Contract to someone else. However, you may assign the Deliverables to a person who has acquired them.

18.2 **Nobody else has any rights under this Contract** This Contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the Contract or make any changes to these Terms.

18.3 **If a court finds part of this Contract illegal, the rest will continue in force.** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

18.4 **Even if we delay in enforcing this Contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these

Terms, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.

- 18.5 **Which laws apply to this Contract and where you may bring legal proceedings if you are a consumer.** These Terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.
- 18.6 **Alternative dispute resolution if you are a consumer.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are a consumer and are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to the Centre for Effective Dispute Resolution ('CEDR') via their website at [www.cedr.com](http://www.cedr.com). CEDR will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform.
- 18.7 **Which laws apply to this Contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a Contract between us 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 the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

**Model Cancellation Form for consumer customers**

(Complete and return this form only if you wish to withdraw from the Contract)

To Thermal & Acoustic Solutions Limited, 6 Saxon Centre, Fountain Way, Christchurch, Dorset, BH23 1QN, 01202 487463 shaun@thermalacoustics.co.uk, 6 Saxon Centre, Fountain Way, Christchurch, Dorset, BH23 1QN

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] Contract of sale of the following goods [\*]/for the supply of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate

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