InstaGroup Limited
Insta House, Ivanhoe Road, Finchampstead, Wokingham, RG40 4PZ
tel: 0800 526 023 email: info@instagroup.co.uk

This installation agreement (the "installation agreement") is made between InstaGroup Limited and **Miss Iqbal – 145 Fairfax, London, N8 0NJ**

1. **These terms shall apply to all goods and services supplied by InstaGroup.**

Interpretation

1.1 Definitions. In these terms, the following definitions apply:

Business Day	a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business;
Contract	this agreement between InstaGroup and the Customer for the supply of goods and/or services in accordance with these terms and the Schedule of Works;
Customer	the individual who is entering into this Agreement with InstaGroup;
Energy Plan	an installation of energy efficiency products that does not require Green Deal finance but may be paid for using personal finance, cash, Government or Energy Supplier grants;
Force Majeure Event	an event beyond the reasonable control of a party, as specified in clause 15.1;
Goods	the goods and/or services (or any part of them) set out in the Schedule of Works;
InstaGroup	InstaGroup Limited;
Intellectual Property Rights	all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) British Board of Agrément Certificates, Irish Board of Agrément Certificates and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
Schedule of Works	the schedule attached to this Agreement which specifies the goods and services to be delivered including any

applicable terms as may be set out in a specification, work schedule or other written document.

2. **Basis of contract**

2.1 The Contract shall only be concluded when InstaGroup has physically signed the Contract received back from the customer, with their signature. Any previous quotation given by InstaGroup shall not constitute an offer.

2.2 Any marketing literature is provided for the sole purpose of giving a general idea of the services and/or goods described in them and shall not form part of the Contract or have any contractual force.

2.3 Prior to conclusion of the Contract, any price stated in the draft Schedule of Works is only valid for a period of 20 Business Days from the date that the Customer receives the draft Schedule of Works.

2.4 These Terms shall apply to the supply of both goods and services except where application to one or the other is expressly stated.

3. **Quality of goods**

3.1 InstaGroup warrants that all goods supplied by InstaGroup shall be of satisfactory quality and suitable for the Schedule of Works.

3.2 All services performed by InstaGroup shall be provided with reasonable skill and care and in accordance with the Schedule of Works.

3.3 InstaGroup shall rectify all problems and/or replace any defective goods which affect the functioning of any improvements implemented by InstaGroup free of charge where these problems;

3.3.1 relate to the installation, materials used or design of an improvement;

3.3.2 are notified to InstaGroup within 5 years of the improvement completion date, unless the improvement relates to solid wall insulation or cavity wall insulation, where the Customer has 25 years from the improvement completion date to notify InstaGroup.

3.4 Subject to clause 10.2, InstaGroup must repair damage to the Customer's property free of charge where damage is caused by an improvement or the installation of an improvement by InstaGroup and is notified to InstaGroup within the specified timescales by the Customer.

3.4.1 The specified timescales in this clause are 10 years from the date of the improvement being completed, except where the improvement is solid wall insulation or cavity wall insulation where the period is 25 years from the date of the improvement being completed.

3.4.2 The types of property damage covered by this clause are:

(a) the structure of the property;

(b) wall coverings, ceilings, roofs and roof coverings including plaster and render (but excluding decoration);

(c) floors;

(d) staircases;

(e) external windows and doors, including panes;

(f) any damage likely to result in risks to the health or safety of persons.

3.5 The obligations set out in this clause do not require InstaGroup to rectify a problem or repair property damage which arises after the improvement is installed where that problem or damage is caused by one or more of:

3.5.1 negligence;

3.5.2 accident;

3.5.3 misuse of the improvements;

3.5.4 repair of the improvement;

attributable to any person other than InstaGroup, the manufacturer of the improvement or any person acting on behalf of InstaGroup or the manufacturer.

3.6 InstaGroup shall not be liable for the goods' failure to comply with the warranty in clause 3.1 if the defect arises as a result of fair wear and tear or the wilful damage or negligence of another party.

3.7 Goods and/or services provided by InstaGroup may come with:

3.7.1 a relevant industry sector agency guarantee; and/or

3.7.2 a separate manufacturer's warranty

and any such warranty details shall be set out in the Schedule of Works.

3.8 The terms shall apply to any repaired or replacement goods supplied by InstaGroup under clause 3.3.

3.9 The Customer shall seek redress under this clause by following the complaints procedure set out at clause 10 of the Contract. The Customer has a right of appeal against any decision made by InstaGroup in relation to the guarantees provided by this clause and InstaGroup shall assist the Customer in the bringing of any such appeal. In particular, in the event that the parties cannot resolve a dispute under this clause within 28 days, InstaGroup shall ensure that the dispute is referred to a mediator to facilitate resolution. No costs will be payable by the Customer in relation to the mediation.

4. InstaGroup's obligations

4.1 In carrying out the Schedule of Works InstaGroup may be bound by the Green Deal Framework Regulations and Code of Practice, and/or the Energy Company Obligation legislation.

4.2 InstaGroup shall provide the goods and services to the Customer in accordance with the Schedule of Works.

4.3 InstaGroup shall have the right to make any changes to the goods or services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the goods or services, and InstaGroup shall notify the Customer in any such event.

4.4 InstaGroup shall be entitled to subcontract any part of its performance under the Agreement but shall be liable for the acts and omissions of its subcontractors.

4.5 Following completion of the works, InstaGroup shall make good any damage caused to the Customer's property as a result of the works, unless requested by the Customer in writing not to do so or specified within the schedule of works.

4.6 Either during performance of the Contract or upon completion of the works, InstaGroup shall inform the Customer of any ongoing maintenance, servicing or special treatment required by the works and their likely costs, which shall be set out in the Schedule of Works. Where necessary, InstaGroup shall also provide relevant user manuals on completion of the works.

5. Customer's obligations

5.1 The Customer shall:

5.1.1 co-operate with InstaGroup in the latter's performance of its obligations under the Contract;

5.1.2 provide InstaGroup, its employees, agents, consultants and subcontractors, with access to the Customer's premises as reasonably required by InstaGroup to provide the goods and/or services;

5.1.3 provide InstaGroup, its employees, agents, consultants and subcontractors with sufficient access to electricity and water as InstaGroup may reasonably require to supply the goods and services;

5.1.4 immediately inform InstaGroup in the event that any characteristics of the property have changed between the date of the Initial Green Deal assessment and the commencement of installation works, which might affect a Green Deal Assessor's estimated energy bill savings;

5.1.5 ensure that where the works include the installation of a new boiler by InstaGroup which is covered by a warranty, that the boiler is regularly serviced and maintained by an accredited service engineer at least once every calendar year.

5.2 In order for the installation works to proceed under the Schedule of Works, the Customer understands and accepts that it is its responsibility to ensure that any property-related consents are in place before installation works commence by InstaGroup – such consents include but are not limited to planning permission, listed building consent and mortgage provider consent. In addition, the Customer understands and accepts that InstaGroup cannot advise the Customer in relation to any such consents and the Customer must seek independent advice, where necessary.

5.3 Before InstaGroup commences any installation works, the Customer must either:

5.3.1 confirm that all consents are in place and provide copies to InstaGroup; or

5.3.2 inform InstaGroup of any outstanding consents which are still required; or

5.3.3 inform InstaGroup of any requests for consent which have been rejected.

5.3.4 InstaGroup shall without limiting its other rights or remedies have the right to suspend performance of the services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays InstaGroup's performance of any of its obligations;

5.3.5 InstaGroup shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Customer's failure or delay to perform any of its obligations under the Contract; and

5.3.6 the Customer shall reimburse InstaGroup on written demand for any costs or losses sustained or incurred by InstaGroup arising directly or indirectly from the Customer Default.

6. **Charges and payment**

6.1 The price for goods or services supplied by InstaGroup or one of its subcontractors shall be the price set out in the Schedule of Works. Unless stated to the contrary in a Schedule of Works, the price shall be inclusive of all costs. InstaGroup or the subcontractor performing the Schedule of Works reserves the right to request a deposit from the Customer before starting to perform the Schedule of Works. Where indicated, VAT will also need to be paid.

6.2 Unless expressly stated otherwise in the Schedule of Works or in a payment plan agreed by the parties, the Customer shall pay InstaGroup or the subcontractor performing the Schedule of Works the invoiced amount in full immediately on completion of the installation works. Payment by the Customer to the subcontractor performing the Schedule of Works including any deposits shall fully satisfy any payment otherwise due to InstaGroup in relation to the Schedule of Works.

6.3 In the event that the installation under the Schedule of Works is such that all products cannot be installed at the Customer's property within a calendar month of installation of the first products, InstaGroup or the subcontractor

performing the Schedule of Works shall be entitled to issue several invoices to cover the stages of works completed and the Customer shall pay InstaGroup or the subcontractor, as appropriate, the invoiced amount in full immediately on completion of each of the stages unless expressly stated otherwise in the Schedule of Works or in a payment plan agreed by the parties.

6.4 Whilst either InstaGroup or one of its subcontractors may raise an invoice for works performed under a Schedule of Works, all payments shall be made to the subcontractor unless otherwise agreed between InstaGroup and the Customer.

6.5 If requested by InstaGroup or the subcontractor performing the Schedule of Works, the Customer agrees to sign a receipt relating to the invoice or deposit being paid to assist InstaGroup and/or the subcontractor performing the Schedule of Works to comply with the Green Deal Framework Regulations.

6.6 Without limiting any other right or remedy of InstaGroup or the subcontractor performing the Schedule of Works, if the Customer fails to make any payment due under the Contract by the due date for payment (Due Date), InstaGroup or the subcontractor shall have the right to charge interest on the overdue amount at the rate of 3% per cent per annum above the then current Bank of England's base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment.

6.7 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against InstaGroup or the subcontractor in order to justify withholding payment of any such amount in whole or in part.

6.8 In the event that the on-site costs to complete the Schedule of Works are significantly higher than originally estimated and could not have been predicted at the time of the initial survey, the Customer shall have the following options:

6.8.1 to stop further works, in which case InstaGroup or the subcontractor performing the schedule of works will restore the fabric of the property to the same state as it was in before work commenced (excluding decoration) and the Customer shall be obliged to pay InstaGroup or the subcontractor for its reasonable costs incurred up to the date that work stops, such sum to be payable within 14 days after the later of: (i) the date that the work stops or (ii) InstaGroup or the subcontractor completes restoring the fabric of the property; or

6.6.2 to pay cash for any additional amounts of work required.

7. Ownership in relation to the Goods

Ownership in the goods shall not pass to the Customer until InstaGroup has received payment in full for all goods supplied by InstaGroup under a Schedule of Works.

8. Calculating energy savings

8.1 The Customer acknowledges and accepts that the savings estimates set out in the Energy Performance Certificate are estimates of savings that could be made on energy bills but that whether such savings are made will be effected by many factors, including the way in which the Customer uses energy and energy prices applicable from time to time.

9. Intellectual property rights

All Intellectual Property Rights arising out of or in connection with the performance of the Schedule of Works shall be owned by InstaGroup.

10. Complaints

10.1 As required by the Regulations, InstaGroup operates a complaints handling procedure, a copy of which is available at www.instagroup.co.uk/complaints.

10.2 The Customer may make a complaint to InstaGroup either orally or in writing. Accordingly, complaints may be made as follows:

10.2.1 by email – complaints@instagroup.co.uk;

10.2.2 by telephone – 0118 932 8811;

10.2.3 by post – InstaGroup Limited, Insta House, Ivanhoe Road, Hogwood Business Park, Finchampstead, Wokingham, Berkshire, RG40 4PZ.

10.3 Within 7 working days of receipt of the complaint, InstaGroup shall notify the Customer:

10.3.1 that the complaint has been received;

10.3.2 of its complaint handling procedure; and

10.3.3 if relevant, of the relevant Ombudsman Service.

10.4 InstaGroup will use all reasonable endeavours to investigate and resolve complaints and will notify the Customer in writing of its decision within eight weeks.

10.5 In the event that the Customer is not satisfied with InstaGroup's decision, the Customer may make a further complaint to a Relevant Ombudsman Service and InstaGroup will assist the Customer in any such reference.

11. **Limitation of liability**

11.1 Nothing in these terms shall limit or exclude InstaGroup's liability for:

11.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

11.1.2 fraud or fraudulent misrepresentation;

11.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 and/or section 12 of the Sale of Goods Act 1979 whereby InstaGroup has failed to transfer ownership in goods to the Customer; or ;

11.1.4 defective products under the Consumer Protection Act 1987.

11.2 InstaGroup's or the party performing the Schedule of Works total liability to the Customer under the Contract for repairing damage to the Customer's property caused in performing the Schedule of Works shall not exceed £25,000.

11.3 Subject to clause 11.1 and 11.2:

11.3.1 InstaGroup shall under no circumstances whatever be liable to the Customer, 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 the Contract; and

11.3.2 InstaGroup's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 120% of the Contract value.

11.4 To the extent permitted by law, the only warranties and/or terms which apply to the goods and services are those set out expressly in this Agreement.

11.5 This clause 11 shall survive termination of the Contract.

12. **Data Protection**

12.1 InstaGroup undertakes that it will comply, and will cause its employees, agents and sub-contractors to comply, with the Data Protection Act 1998 and all applicable data protection laws in connection with the performance of its obligations under these Conditions.

12.2 The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be provided to InstaGroup's employees, agents, subcontractors, certification organisations that will check the quality of works by InstaGroup and credit reference agencies, and personal data will be processed by and on behalf of InstaGroup insofar as necessary for the provision of Goods and / or Services.

12.3 The Customer acknowledges and agrees that InstaGroup may be required to pass on personal data to third parties as a condition of funding schemes through which Goods and / or Services are supplied.

12.4 InstaGroup and its agents may use Customer personal data to:

12.4.1 identify the Customer when they contact InstaGroup;

12.4.2 administer the Customer's account and offer the Customer related services and products from InstaGroup, its group companies or partners from time to time;

12.4.3 help train InstaGroup staff.

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12.5 InstaGroup may allow other people and organisations to use Customer information it holds:

12.5.1 to provide the goods and / or services;

12.5.2 to help prevent and detect debt, fraud, or loss. If the Customer does not pay its debt, InstaGroup may transfer the debt to another organisation and provide them with Customer and debt information.

12.5.3 if InstaGroup has been legitimately asked to provide such information for legal or regulatory purposes or as part of current or future legal action;

12.5.4 as part of government data-sharing initiatives;

11.6 InstaGroup will use reasonable effort to ensure sufficient protections are in place to safeguard personal information.

13. **Termination**

13.1 InstaGroup shall be entitled to terminate or suspend the Contract with immediate effect by giving written notice to the Customer where:

13.1.1 the Customer does not provide access to InstaGroup to perform its obligations under the Contract;

13.1.2 there is some danger/hazard at the Customer's home making performance of the Contract dangerous;

13.1.3 the Customer commits a material breach of its obligations under this Contract and, where such breach can be remedied, the Customer fails to remedy that breach within 28 days after receipt of the notice in writing from InstaGroup requesting the breach to be remedied; and/or

13.1.4 the Customer is the subject of a bankruptcy petition or Schedule of Works or any analogous application to court, court Schedule of Works or security is enforced which, in the reasonable opinion of InstaGroup, suggests that the Customer would be unable to pay the costs specified in the Schedule of Works.

13.2 Provided that InstaGroup has not performed any works or incurred any expense in relation to the Schedule of Works, a Customer shall be entitled to cancel the **Schedule of Works**, without liability to InstaGroup, provided that such cancellation is notified by the Customer to InstaGroup in writing delivered personally or by recorded delivery within 14 days of the date on which the Schedule of Works was made. Notice of cancellation is deemed to have been served as soon as it is posted. In the event that cancellation occurs after InstaGroup has incurred expense or carried out works under the Schedule of Works, the Customer is responsible for paying InstaGroup's reasonable costs and expenses incurred.

14. **Consequences of termination**

On termination of the Contract for any reason:

14.1.1 the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

14.1.2 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

15. **General**

15.1 Force majeure:

15.1.1 For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of InstaGroup including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental Schedule of Works, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, withdrawal of funding by a utility service or the government or default of InstaGroup's or subcontractors.

15.1.2 InstaGroup shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

15.1.3 If the Force Majeure Event prevents InstaGroup from providing any of the services and/or goods for more than 4 weeks, InstaGroup shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

15.2 Assignment and subcontracting:

15.2.1 InstaGroup may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.

15.3 Waiver and cumulative remedies:

15.3.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

15.3.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and to not exclude rights provided by law.

15.4 Third Party Rights:

A subcontractor performing the Schedule of Works shall be entitled to enforce the provisions of Clause 6 of this Agreement, including enforcement of invoices raised by InstaGroup. Otherwise, no third party shall have any rights to enforce a term of this Agreement.

15.5 Severance:

15.5.1 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

15.5.2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15.6 Variation: Except as set out in these Terms, any variation, including the introduction of any additional terms and terms, to the Contract shall only be binding when agreed in writing and signed by InstaGroup.

15.7 Entire agreement:

15.7.1 These terms and Terms the Schedule of Works constitute the entire agreement between the parties in relation to a specific Schedule of Works and supersede and extinguish all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to its subject matter.

15.7.2 In the event of any clash or conflict between any of the terms of the Contract the following Schedule of Works of precedence shall apply:

(a) Schedule of Works;

(b) the terms.

16.10 Governing law and jurisdiction: This 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, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Signature.....	Signature.....
Print name.....	Print name.....
For and on behalf of **InstaGroup Limited**	**Customer**

Schedule of Works

No Green Deal Finance

Green Deal Reference No	ID184488
UPRN	751
Property Address	145 Fairfax Road London N8 0NJ
Product	**External Solid Wall Insulation** **InstaClad Robust**
Installer	InstaGroup Limited
Contact details	Telephone: 01189 328811 Email: info@instagroup.co.uk
Location of installation	*External leaf of external solid walls- rear elevation only.*
Description	External solid wall insulation in accordance with Agrément Certificate No. 12/4944 fixed to external façade of the property. External solid wall system comprising expanded poltstyren (EPS) insulation boards with glass fibre reinforcing meshes and rendered finishes. Approximate total thickness of install 120mm. Scaffold access platforms will be required for installation of works. Please refer to your pre-installation survey letter attached with this document in regards to works not covered by InstaGroup, general notes regarding the works and works InstaGroup will conduct at your property.
Preparing for installation	• Solid wall insulation is a noisy and dusty job; therefore a certain amount of disruption should be expected during the works. • It is recommended that vehicles and other objects are removed from close proximity to the external walls. • Wall hangings and fragile objects should be taken down from internal walls.
Requirements	Power and running water to be made available at all times during construction. During the installation all work areas to be kept clear of vehicles and other obstructions, as required.

	Access to the property, including parking within a close proximity to the building.
Installation	Preparation works before commences including taking down objects, pipes and other attachments to the external façade of the property where the work is to be done. Please refer to your installation letter attached with this document to refer to any job specification detail.
Exclusions	This quotation does not include for the change of position of soil pipes. This quotation does not include for specialist trades, if a specialist trade is required this may have to be organised by the customer prior to works commencing. Please refer to your installation letter attached with this document to refer to any job specification detail.
Finish	Includes a silicone resin render.
Maintenance	There is no specific requirement, other than normal building maintenance is needed.
Installation timescales	Work to be carried out between the hours of 8am and 5pm Monday to Friday. It is estimated that the work will take between 3 to 4 weeks, subject to weather and on site issues.
Guarantee	SWIGA (Solid Wall Insulation Guarantee) for 25 years will be posted on completion of the installation.

Price	£4,933.33 excluding VAT
	£246.67 VAT @ 5%
	£5,180.00 Sub total
	£473.00 Less CERO funding
	£3,530.00 smart homes grant
	£1,177.00 Grand total
	£1,000.00 Deposit required prior to commencement of works.

Signature.....	Signature.....
Print name..... For and on behalf of **InstaGroup Limited**	Print name..... **Customer**