THE CONSERVATORY INSULATION COMPANY LIMITED, TRADING AS TCIC LIVING.
STANDARD TERMS AND CONDITIONS – OCTOBER 2026

1 DEFINITIONS

1.1 Unless the context otherwise requires or these Conditions specifically provide otherwise, the following words and phrases, where they appear in capitalised form anywhere in this Contract, shall have the meaning stated or referred to below:

"Company" means the Conservatory Insulation Company Ltd, trading as TCIC Living.
"Client" means the Client as identified in the Quotation.
"Business Day" a day (other than a Saturday, Sunday or a public holiday) when banks are open for business.
"Conditions" means these Standard Terms and Conditions
"Contract" means these Standard Terms and Conditions, the Quotation, together with all documents and Schedules referred to in the Quotation.
"Contract Price" means the price or prices detailed in the Quotation.
"Party" refers to the Client or the Company, together the "Parties."
"Quotation" means the Quotation for the Works including all documents referenced therein provided by the Company to the Client.
"Site" refers to the place at which the Works identified in the Quotation are to be carried out.
"Works" means those Works to be carried out by the Company as identified within the Quotation.

2 BASIS OF CONTRACT

2.1 This Contract constitutes the entire agreement between the Parties and supersedes all and any other agreements or arrangements that may have existed between them including any letter of intent. The Client confirms that in entering into this Contract it has not relied upon any warranty, representation, agreement, statement or undertaking other than as are expressly set out in this Contract and that (in the absence of fraud) it will not have any claim, right or remedy whatsoever arising out of such warranty, representation, agreement, statement or undertaking including, without limitation, any claim for rescission or damages in respect of innocent or negligent misrepresentation.

2.2 Any samples, drawings, descriptive matter or advertising issued by the Company contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the services and/or goods described in them. They shall not form part of the Contract or have any contractual force.

2.3 No other terms or conditions shall be included or implied unless expressly agreed in writing and signed by an authorised officer of the Company. No purported variation of these Conditions will be effective unless confirmed in writing by the Company and in no event will any Client's standard terms and conditions of business apply.

2.4 The Company warrants to the Client that where it is responsible for the design of any or all of the Works (including any authorised and agreed variation thereof) that it has exercised and will continue to exercise such reasonable skill, care and diligence as may reasonably be expected of a properly qualified and competent person of the relevant discipline experienced in carrying out work of a similar size, scope and complexity to the Works.

2.5 The Company reserves the right to supply substitute products of equivalent kind and quality as those identified within the Quotation in the event that such products become unavailable for whatever reason. Such substitution will be at no additional cost to the Client.

2.6 The Company has no obligation to repair defects in any existing structure (except as may be otherwise agreed in the Schedules), nor is it required to perform a survey (other than a visual inspection) or other investigation as to the upkeep, quality, strength suitability of any existing structure to which any of the Works are to be affixed. Any such checks or investigations are the responsibility of the Client.

2.7 In the event of any conflict or inconsistency between the documents forming part of this Contract, then these Standard Terms and Conditions shall take precedence.

3 PRICE

3.1 The Contract Price will be invoiced by the Company in accordance with the Quotation. In the absence of any statement on payment terms in the Quotation, payment shall be made in accordance with clause 4 below.

3.2 The Contract Price or prices include all costs, expenses and disbursements incurred by the Company required in fulfilling the Contract unless stated otherwise in the Quotation.

3.3 All prices in the Quotation are inclusive of VAT where appropriate which is chargeable at the current and applicable rate.

3.4 Unless otherwise stated in the Quotation, the Quotation is open for acceptance for a period of 30 days from the date of the Quotation.

3.5 The Company reserves the right to increase the Contract Price at any time prior to acceptance by the Client for matters which are beyond the control of the Company.

3.6 The Contract Price is based upon a visual inspection only of the Site and/or upon any drawings and specifications provided to the Company by the Client being as identified in the Schedules to the Quotation. In the event that unforeseen conditions are encountered during the carrying out of the Works, or any additional Works being required over and above those detailed in the Quotation, then the Client shall provide instructions to the Company covering any additional work that is required. The price for such additional work shall be agreed between the Client and the Company before such additional work is carried out by the Company.

3.7 Unless stated otherwise, the Company has made no allowance for any matters listed within the Schedule "Works/Services excluded from the Quotation".

4 PAYMENT

4.1 Any advance deposit required by the Company will be paid by the Client to the Company as detailed within the Quotation.

4.2 All payments thereafter (taking account of any deposit) will be made by the Client to the Company at the time or times and terms set out in the Quotation.

4.3 The Client shall pay each invoice submitted by the Company in full and in cleared funds to a bank account nominated in writing by the Company.

4.4 In the event of a failure to make payment by the final date for payment set out in the Schedules the Company reserves the right at any time to charge interest at the rate of 8% above the bank base rate ruling at the time, on monies overdue. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount. The Client shall pay the interest together with the overdue amount.

Final Application and Final Payment

4.5 Not later than 28 days after completion of the Works the Company shall send to the Client its statement and calculation of the final price for the Works (the "Final Contract Price") including any relevant supporting information.

4.6 If nothing in the statement sent by the Company to the Client pursuant to clause 4.5 is disputed in writing by the Client, giving the grounds for so disputing, within 14 days of receipt of the statement and calculation of the Final Contract Price to the Client, the Final Contract Price shall be deemed to have taken into account all adjustments required by this Agreement and shall become final and conclusive as to the Final Contract Price.

4.7 The amount due as the final payment between the Parties shall be the Final Contract Price, less the total aggregate amount of previous payments.

4.8 The date for payment of the final payment (if any) between the Parties shall twenty-eight days from the issue by the Company of the statement and calculation referred to in clause 4.5 above.

4.9 Where the final payment is due from the Company to the Client, then, where payment has not been made by the Company by the date for payment, any amount properly due to the Client shall be recoverable by the Client from the Company as a debt.

4.10 The Client shall pay all amounts due under the Contract in full without any retention (except as may be detailed in the Quotation) set-off, counterclaim, deduction or withholding except as required by law. The Company may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by the Company to the Client.

4.11 At its option and discretion and without affecting any of its rights under this Contract or at law, the Company may suspend performance of any or all of its obligations under the Contract by giving 2 days' notice in writing to the Client where the Client fails to pay any amount due by the final date for payment detailed in the Quotation. The period of suspension will cease at a reasonable time after payment in full of the amount outstanding. The Company will be entitled to an extension of time for completion of the Works for such period of suspension.

4.12 Where the Company exercises its right of suspension under clause 4.11, it shall be entitled to a reasonable amount in respect of losses, costs and expenses reasonably incurred by them as a result of the exercising of that right.

5 TIME FOR COMPLETION

5.1 The time for completion of the Works shall be as provided within the Quotation and subject always to clear and unrestricted access being provided by the Client to the areas where the Works are to be performed. Time for performance shall not be of the essence and any time or date given for completion of the Works is given as an estimate only and the Company shall not be liable to make good any damage or loss whatsoever and howsoever arising directly or indirectly from delay in completion. Notwithstanding the foregoing, the Company shall make reasonable efforts to complete the Works by the date or within the time identified within the Quotation.

5.2 The Company will be entitled to a reasonable extension of the period for the Works or to the date for completion stated within the Quotation in the event of works being required additional to those Works detailed within the Quotation including any Change pursuant to clause 7, or the requirement to deal with any conditions unforeseen at the time of the Quotation.

5.3 Where completion of the Works is delayed or prevented by a Force Majeure Event (as defined by clause 13 herein), then the Company will be entitled to such extension of time for completion of the Works as is reasonable in the circumstances.

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6 COMPLETION OF THE WORKS AND DEFECTS

6.1 When the Works are complete, the Company and the Client will undertake a joint inspection of same and produce a record of the outcome of that inspection on the Company's standard Job Completion Form.

6.2 During such inspection, where it is agreed between the Company and the Client that work undertaken by the Company is defective, incorrect or is otherwise not in accordance with the Contract, the Client and Company shall record such matters in writing and agree the course of action to be undertaken.

6.3 The Company will remedy such defective or incorrect work at no cost to the Client.

6.4 Any such rectification work will be undertaken by the Company at a time or times agreed with the Client (to be at the reasonable convenience of the Client). The Client shall thereafter allow the Company to undertake such rectification work without further restriction.

6.5 Upon the satisfactory completion of any such rectification work, the Client and the Company shall jointly confirm the same in writing on the Company's standard Job Completion Form.

6.6 The Company warrants that on completion, and for a period of 10 years from the date of completion (Warranty Period), the Works shall:

.1 conform in all material respects with their description;
.2 be free from material defects in material and workmanship;
.3 be of satisfactory quality.

6.7 The Company gives no warranty either express or implied of fitness for purpose but warrants that the Works have been undertaken using reasonable skill and care. Provided always that where materials and/or products have been supplied by the Client for incorporation into the Works, the Company gives no warranty as to their suitability or fitness for purpose and the Client shall indemnify the Company against any claim howsoever arising in respect of any such materials and/or products supplied by the Client.

6.8 Where further defects become apparent during the Warranty Period, the Client will notify the Company identifying the nature of the alleged defect. Thereafter:

.1 the Company and the Client will undertake a joint inspection of the alleged defect.
.2 where it is agreed between the Company and the Client that the matter is indeed the responsibility of the Company, the Client and Company shall record the same in writing and agree the course of action to be undertaken.
.3 the Company will remedy such defective or incorrect work at no cost to the Client.
.4 any such rectification work will be undertaken by the Company at a time or times agreed with the Client (to be at the reasonable convenience of the Client). The Client shall thereafter allow the Company to undertake such rectification work without further restriction.
.5 Upon the satisfactory completion of any such rectification work, the Client and the Company shall jointly confirm the same in writing.

6.9 The warranty provided by the Company as set out in this clause 6 is entirely conditional upon the Client undertaking the regular maintenance of the Works as detailed within the "Aftercare" Schedules to this Contract. Any modifications undertaken by the Client to the Works following completion of the Works without the consent or agreement of the Company shall invalidate any warranty given by the Company.

7 CHANGE

7.1 The term 'Change' means any instruction which may increase, reduce (de-scope) or otherwise change the scope of the Works and/or change the conditions under which the Works are to be performed, the sequencing of work, and any access arrangements.

7.2 Any instructions for a Change shall only be valid if issued in writing by the Client.

7.3 In the absence of an instruction from the Client under clause 7.2, where the Company considers itself entitled to a Change, it shall give written notice accordingly to the Client, which notice shall include its assessment of the likely valuation of the Change.

7.4 Notwithstanding clauses 7.2 and/or 7.3, no Change will be implemented unless a price for that Change is agreed in writing between the Parties in advance of the carrying out of the Changed Work. The price of any Change will be valued between the Parties on a fair and reasonable basis. The value of Changes ascertained from time to time shall be added to or deducted from the Contract Price.

7.5 Change necessitated by any error, inaccuracy or omission from instructions, information, documents, drawings or data provided to the Company by or on behalf of the Client in connection with the Works will be instructed or agreed as provided for within clauses 7.2 and 7.3. The price of any Change will be valued between the Parties on a fair and reasonable basis. The value of Changes ascertained from time to time shall be added to or deducted from the Contract Price.

7.6 Notwithstanding any other clause of this Contract, the Company shall not be entitled to any increase in the Contract Price nor to any additional payment to the extent that an alteration in the nature and scope of the Works arises from any negligence, omission or default on the part of the Company in the performance of its obligations under this Contract.

8 CLIENT'S OBLIGATIONS

8.1 The Client shall:

.1 provide access to the Company for the commencement of the Works on the terms and date or dates detailed within the Quotation, and thereafter maintain such access;
.2 provide the Company with such information as the Company may reasonably require to carry out the Works and ensure that such information is accurate in all material respects;
.3 provide the Company with such materials, facilities and attendances as the Company may reasonably require to carry out the Works as detailed in the Schedules to the Quotation;
.4 provide the Company with details of any hazards which could be present during the carrying out of the Works including but not limited to materials, plant, substances or services;
.5 prepare the Client's premises and or Site for the undertaking of the Works including any necessary preparatory works as set out in the Schedules to the Quotation
.6 obtain and maintain all and any necessary licences, permissions and consents which may be required in connection with the undertaking of the Works;

8.2 Where the Company has offered advice on compliance with the Building Regulations, this advice is offered without any liability whatsoever. Should the Client so wish then it may obtain advice at its own cost upon compliance with the Building Regulations.

8.3 Any products advised by the Company to be used by the Client are done so on the basis of no liability being assumed by the Company for such products.

8.4 Where the performance of any of the Company's obligations in respect of the carrying out of the Works is prevented, hindered or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation (Client Default), then:

.1 the Company shall without limiting its other rights or remedies have the right to suspend performance of its obligations under the Contract until the Client remedies the Client Default,
.2 the Company shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Company's failure or delay to perform any of its obligations consequent upon such Client Default as set out in this clause 8; and
.3 the Client shall indemnify the Company for any costs or losses sustained, incurred, or to be incurred by the Company arising directly or indirectly from the Client Default.

9 INSURANCES

9.1 The Company will be responsible for providing the insurances detailed in the Quotation for the duration of the Works.

9.2 The Client will be responsible for the provision of any other insurances that it may require in connection with the Works provided always that should the Client fail to take out such insurances, the Company will provide those insurances as are necessary and the cost of such insurances together with a reasonable fee for their procurement and arrangement shall be added to the Contract Price.

9.3 Whilst all reasonable care will be taken by the Company during the carrying out of the Works, the Company shall have no liability to the Client for any damage or consequential damage to the Client's property where such is the result of circumstances not foreseeable by visual inspection of the site at the time of the giving of the Quotation.

10 LIMITATION OF LIABILITY

10.1 Nothing in the Contract shall limit the Company's liability for:

10.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
10.1.2 fraud or fraudulent misrepresentation.

10.2 Subject to clause 10.1:

10.2.1 the Company shall under no circumstances whatsoever be liable to the Client, 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 this Contract; and

10.2.2 the Company's total liability to the Client 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 the Contract Price or the Final Contract Price as the case may be.

10.3 This clause 10 shall survive termination of the Contract.

11 TERMINATION

11.1 As the contract is a Consumer Contract and falling within the Consumer Rights Act 2015, the Client shall have the right of cancellation of the contract within 14 days of execution.

11.2 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Contract by its final date for payment. Alternatively, and at the absolute discretion of the Company, the Company may suspend performance of any or all of its obligations under this Contract until a reasonable time after payment in full of the amount due is made.

12 CONSEQUENCES OF TERMINATION

12.1 On termination of the Contract for any reason:

.1 the Client shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of any of the Works carried out but for which no invoice has yet been submitted, the Company shall submit an invoice, which shall be payable by the Client immediately on receipt;

.2 whether the contract is governed by the Consumer Rights Act 2015 or otherwise, the Client acknowledges that the contract may involve the procurement by the Company of products (bespoke or otherwise) in advance and where the Company has committed to the purchase of such products, the Client shall reimburse such cost incurred or to be incurred by the Company as a consequence of the termination;

.3 the Client shall return all of the Company's materials which have not been irrevocably incorporated into the Works or fully paid for. If the Client fails to do so, then the Company may enter the Client's premises and take possession of such materials. Until such materials have been returned, the Client shall be solely responsible for their safe keeping.

12.2 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.

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

13 FORCE MAJEURE

13.1. The Company shall not be liable for any failure or delay in performance of its obligations under this Contract due to any Force Majeure Event such as, but not limited to, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport network, act of God, war, military operations, terrorist action, riot, civil commotion, malicious damage, explosion, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or weather of exceptional severity, lightening damage, default of suppliers or subcontractors, delay in transport, shortage of fuel, embargo or demand of any government department or local authority, the act or omission of any party for whom the Company is not responsible or any other cause whatsoever beyond the Company's reasonable control. If any such delay occurs then (unless the cause frustrates or renders impossible or illegal the performance of the Contract or otherwise discharges it) the period for the Company to perform its obligations shall be extended by such period as the Company may reasonably require to complete the performance of its obligations.

13.2. The Company shall not be liable to the Client for any cost, delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.

13.3. If the Force Majeure Event prevents the Company from carrying out any of the Works for more than 2 weeks, the Company shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Client.

14 ASSIGNMENT, SUBCONTRACTING AND OTHER DEALINGS

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

14.2 The Client shall not, without the prior written consent of the Company (which consent shall not be unreasonably withheld), assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under this Contract.

14.3 The Company may Subcontract any of its obligations under this Contract. Such subcontracting shall not relieve the Company of its obligations under this Contract.

15 NOTICES

15.1 Any notice or other communication required under this Contract may be issued in writing by a Party (including by e-mail or other electronic means) to the other save that:

15.1.1 Any notice required to be given to a Party under or in connection with clause 11 (Termination) of this Contract shall be in writing, addressed to that Party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that Party may have specified to the other Party in writing in accordance with this clause. Such notice or other communication shall be delivered personally or sent by prepaid first-class recorded or special delivery post or other next working day delivery service or by commercial courier.

15.1.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address in accordance with clause 15.1.1 above; if sent by pre-paid first class recorded or special delivery post or other next working day delivery service, at 10.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

15.2 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

16 SEVERABILITY

16.1 If any clause or sub-clause of the Contract 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 this Contract.

16.2 If one Party gives notice to the other of the possibility that any provision or part-provision of this Contract is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

17 WAIVER

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

18 THIRD PARTIES

18.1 A person who is not a party to this Contract shall not have any rights to enforce its terms.

19 VARIATION

19.1 Except as set out in these Standard Terms and Conditions, no variation of this Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by the Company.

20 GOVERNING LAW

20.1 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 the law of England and Wales.

21 JURISDICTION

21.1 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation.

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