

Service & Support Solutions

Kingspan Service, Domestic Scope of Supply

	Bronze	Silver	Gold
Includes required service visits	✓	✓	✓
Reduced additional labour charges	✓	✓	✓
Dedicated account manager	✓	✓	✓
Technical support	✓	✓	✓
Use of our EasyServ Online Portal	✓	✓	✓
25% off call out charges (inc. one hour onsite and travel costs)	✓	✓	
15% discount off parts		✓	
FREE replacement parts due to fair "wear and tear"			✓
Discounted tankering costs with free advice			✓
No call out charge			✓

*Subject to Terms & Conditions

*Routine servicing excludes roof access, this can be arranged at an additional cost

*Excludes misuse and abuse

Gold policy does not include any initial visit remedial works. As per fair wear and tear policy, labour and parts on the initial remedial works will be charged at a discounted rate. Gold will apply once the unit is deemed to be in full working order.

* Gold policy does not include rainwater separators, pump stations and sewage treatment plants over 12 pop

* Labour under the gold policy is subject to one engineer. Additional charges will be incurred if a second engineer is required.

GB: 0333 240 6868 | NI: 028 3836 4600 | ROI: 048 3836 4600

Email: helpingyou@kingspan.com or visit www.kingspanservice.com

For more information please contact:

Northern Ireland
Kingspan Water and Energy
180 Gilford Road,
Portadown,
Co. Armagh,
Northern Ireland BT63 5LF

United Kingdom
Kingspan Water and Energy
College Road North,
Aston Clinton, Aylesbury,
Buckinghamshire,
United Kingdom HP22 5EW



1.0 Contracts and Terminology

- 1.1 Your Contract is with Kingspan Environmental Ltd, T/A Kingspan Env. Service.
- 1.2 The expression 'Company' refers to Kingspan Environmental Service
- 1.3 The expression 'You/Your/Client/Buyer' refer to the person/s or business who have entered into this contract (with the company).
- 1.4 The expression 'We/us/our' refer to Kingspan Environmental Service.
- 1.5 The expression 'Contract' refers to the Service Contract which you have entered into with us and includes these terms and conditions.
- 1.6 The expression 'Start date' means the date on which you signed and paid thereby entered into this contract (Direct Debit/full payment)
- 1.7 The expression 'Premises' means site at which the equipment is installed.
- 1.8 The expression 'Equipment/System' shows the only equipment covered by this contract, and installed at the premises.
- 1.9 The expression 'Misuse' refers to the placing into the system items including, but not limited to, nappies, sanitary towels, rags, motor oil, grease or any products deemed to cause the system to fail.
- 1.10 The expressions 'Abuse' refers to the failure to install or operate the system in accordance with any installation and operating instruction and/or manufacturers guidelines. In particular 'Abuse' refers to a failure to desludge the system properly and with the appropriate frequency.
- 1.11 The Company shall not be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
- 1.12 The expressions 'Risk assessment & Method Statement' refer to the Health & Safety checks/documentation required under current legislation to indicate adequate precautions are being taken to protect both our staff and general public.
- 1.13 The expression 'Additional chargeable works' refers to works, which are additional to the scope of works provided under this level cover.

2.0 Details of Service Cover

- 2.1 These Terms and Conditions are attached to a document headed 'Service Contract' that document sets out the following details:
 - 2.2 The price of the contract
 - 2.3 The Start Date
 - 2.4 The number of Maintenance Visits for which have contracted
 - 2.5 The type of cover you have requested/require
 - 2.6 The equipment which is covered by this contract
 - 2.7 The address of the premises
 - 2.8 Your address and contact details
 - 2.9 Your unique Service Contract Number (which must always be quoted in any correspondence with us)
- ## 3.0 Cancellation
- 3.1 You have the right to cancel this contract within 7 days of the date on which you entered into it. This right is however, subject to the proviso set out below.
 - 3.2 Existing Direct Debit Customers must provide notice 7 Days prior to their renewal of their wish to cancel.
 - 3.3 Your right to cancel the contract will be lost if we do not receive your notice of cancellation in writing within 7 days.
 - 3.4 Your right to cancel the contract will be lost if we have started to provide services in accordance with this contract prior to receipt of your notice of cancellation
 - 3.5 On cancellation we will reimburse any sum paid to us by you or on your behalf in relation to this contract.
 - 3.6 Any cancellation after 7 days the Company reserve the right to collect in full any sum due, including missed payments, or remaining Direct Debit Payments.
 - 3.7 The Company retain the right to cancel your contract without reason provided they give written notice at least 14 days. This shall not be the same as ending a contract under the termination provision set out in clause 16.

4.0 Parties to the Contract (Privacy and Non-Assignment)

- 4.1 The terms of the contract (which includes these Terms and Conditions) are intended to apply only between you and the Company. They are not intended to apply for the benefit of anyone else.
- 4.2 It is not intended that any of the terms of the contract should be enforceable by a third party under the contracts (Rights of Third Parties Act 1999) or otherwise.
- 4.3 Your rights and obligations, nor benefits, under the contract cannot be assigned or transferred to anyone else.
- 4.4 You agree to advise us immediately of any changes to the Customer or Premises details provided.

5.0 Moving Away from or Selling the Premises

- 5.1 If you sell or move away from the premises you cannot transfer your rights and obligations under the contract to the new owner or occupier. The new owner or occupier will have to enter into a new contract with us.
- 5.2 Failure to notify us of change of ownership will mean you are liable for the contract until its renewal date, and you will continue to be responsible for paying for any additional charges incurred.

6.0 Access

- 6.1 You will allow our engineers and/or any engineer sent to the premises at our behest to have sufficient access to the premises so that he or she is able to perform in accordance with the contract.
- 6.2 If for any reason our engineer is unable to have sufficient access, without a minimum of one working days notice being given to enable us to cancel or reschedule the visit, no refund will be applicable.
- 6.3 We will endeavour to contact you within 48 hours of any planned visit.
- 6.4 We are unable to tell you the precise time that any engineer will attend at the premises. However, if you contact us on the day of the intended visit can advise you of an approximate time.
- 6.5 If you wish to cancel a visit, you must notify us of your wish to cancel at least 1 working day in advance of the date of the planned visit.
- 6.6 If you fail to give 1 working days' notice of your wish to cancel a planned visit then we will charge you for any expense which we reasonably incur as a result.

7.0 Scope of Works

- 7.1 Under your contract you will receive the following cover:
- 7.2 A specified number of planned maintenance visits (as detailed in the document headed "Service Contract" to which these Terms and Conditions are attached).
- 7.3 Priority site attendance in the event of call-outs.
- 7.4 Advice about operating and emptying the system available upon request.
- 7.5 No work will be undertaken by us without carrying out a Risk Assessment and without preparing and following a Method Statement.
- 7.6 Any additional cover you have purchased. (see attached Scope Of Supply)

8.0 Additional Chargeable Works

- 8.1 Following your planned maintenance visit we will provide you with a Service Report. This will confirm whether the system has received adequate maintenance to ensure the continued operation of the system or whether further work will be required.
- 8.2 If additional chargeable work is required then that work will be chargeable over and above the contract price.
- 8.3 If additional chargeable work is required then we will seek your approval and payment prior to proceeding with the work which we will endeavour to commence while our engineer is still at the premises.
- 8.4 If we are unable to contact you to obtain your approval and payment whilst the engineer is still at the premises, then we will provide you with a quotation for the cost of the additional chargeable work. The quotation will include the cost incurred in sending the engineer back to the premises.
- 8.5 If we are unable to contact you whilst the engineer is still at the premises that causes any delay in the repair of the system, we cannot be held responsible for any inconvenience or pollution hazard, which results from that delay.
- 8.6 If work on your system requires the engineer to enter into a confined space then, in order to comply with health and safety legislation, it will be necessary for us to provide an additional engineer(s). This will require a re-visit to complete the work.
- 8.7 Where additional chargeable work is required and it is necessary for us to send out an additional engineer(s) in order to comply with health and safety legislation, the additional engineer(s) will be chargeable.
- 8.8 If the company deems a conversion or rebuild is required to rectify your system this work will be chargeable and a quotation will be provided.

- 8.9 A Silver or Gold contract will be lowered to the level of a Bronze contract if a unit requires additional works due to, but not limited to, Misuse or Abuse of the System, flooding, intervention by a third unauthorised party, accidental or malicious damage, power failure or abnormalities.
- 8.10 In the event we inadvertently provide incorrect information within a quotation we reserve the right to correct the information. If the amended quotation is not agreeable we will refund in full all costs paid.

9.0 Emptying

- 9.1 Your system requires regular emptying. This service is not covered by the scope of works to be undertaken under this contract. We can provide advice and a quote on emptying as part of our service.

10.0 Business Hours and Call-Outs

- 10.1 Our normal hours of business are 8.30am to 5.00pm Monday to Friday.
- 10.2 Outside normal business hours (including Bank Holidays) you may leave a message on our telephone answering system and we will endeavour to respond to you during our normal business hours.
- 10.3 Any call-outs will be attended by our engineers only during our normal working hours.
- 10.4 We do not provide weekend or bank holiday site attendance.
- 10.5 We do not provide an emergency call-out service. We do however endeavour to attend call-outs to contracted customers as matter of priority.
- 10.6 In the event that our own engineers are unavailable to attend a call-out we Reserve the right to send an approved sub-contractor at our discretion.

11.0 Payment

- 11.1 On receipt of your signed copy of the document entitled "Service Contract" to which these Terms and Conditions are attached, we will process payment or set up your Direct Debit as appropriate.
- 11.2 You are responsible for paying the contract price. The contract price is shown on the Document entitled "Service Contract" to which these Terms and Conditions are attached.
- 11.3 We do not accept payment by use of the following credit cards: American Express, Diners club, JCB, Visa Electron, Solo or Lazer.
- 11.4 In the event that you fail to pay an invoice in accordance with these Terms and Conditions, We will withhold all and any further services until you have paid the invoice sum.
- 11.5 We reserve the right to charge interest (both before and after any judgement) on any outstanding invoice at the rate of 8 per cent per annum above Barclays Bank Plc base rate from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest.)
- 11.6 The Direct Debit Payment amount is due from you to us. You are obligated to make the Minimum Number of Direct Debit payments stated with the first one being paid on the 1st Direct Debit Payment Date and then every month thereafter. For the avoidance of doubt you are obligated to make every Direct Debit Payment. Should you fail to make a Direct Debit Payment then the remainder of these Payments will become due immediately.
- 11.7 If you fail to pay any monies due under this agreement or if any Direct Debit is returned Unpaid or any cheque is returned unpaid or if any other form of payment is not honoured for whatever reason we reserve the right to charge an administration fee of £15.00.
- 11.8 If at any point you request changes made to paperwork, Including Invoices, we reserve the right to charge an appropriate administration fee, not less than £15.00.

12.0 Guarantee and Warranty

- 12.1 We will repair or (if we choose) replace without charge any goods supplied and/or fitted by us which are found to be defective and which cause your system to fail in normal circumstances of use within a period of 12 months from the date on which the goods were supplied to you.
- 12.2 Any repair work carried out under the terms of the contract will be guaranteed for a period of 3 months unless the original repair works were necessitated by reason of abuse or misuse of the system (in which case any all repair works will be chargeable).
- 12.3 All mechanical parts purchased and fitted carry a 12 month warranty except in the case of Enviroair units which have a 24 month warranty) from the date of dispatch. Any Parts supplied free of charge under warranty are protected under these terms until the product warranty to which the part is fitted expires. Parts will generally be dispatched within 3 working days. The guarantees and warranty set us out above apply only in respect of goods supplied and/or services provided by us in the United Kingdom.
- 12.4 The guarantees and warranty set out above will be invalidated if you do not give us a reasonable opportunity to inspect the goods and the system to confirm the cause of the problem which you have encountered with it.
- 12.5 The guarantees and warranty set out above will be invalidated if you abuse and/or Misuse the goods and/or the system.
- 12.6 The guarantees and warranty set out above will be invalidated if you use the goods and/or the system in any way which is inconsistent with any of the following:
 - (a) any specific instruction given to you by us;
 - (b) the manufacturer's guidelines; or
 - (c) any operating instructions.
- 12.7 The guarantees and warranty set out above will be invalidated if you fail to notify us in writing of the defect or failure in the goods or system within 28 days of your discovery of the defect or failure.
- 12.8 We cannot take responsibility for any loss of profit, which you may suffer as a result of any failure or defect in the goods or system.

13.0 Notices

- 13.1 Any notice which you are required by these Terms and Conditions to give us should be given in writing and should be sent by post to the following address: KINGSPAN ENVIRONMENTAL SERVICE, Cornbane Industrial Estate Newry Co Down, BT35 6GH

14.0 Complaints Generally

- 14.1 Any complaint, which you may have should be sent in writing to the 'Complaints Department' at the address set out above.

15.0 Complaints about Deliveries

- 15.1 When you order parts we will endeavour to deliver them within 3 working days of the date on which they were ordered. Excludes non-standard items
- 15.2 If you do not receive the parts which you ordered within 3 days of the date on which you placed the order then you must report this to us.
- 15.3 Any damage to or shortfall in the parts delivered must be reported to Kingspan Environmental Service within 2 days of the date of delivery. If you do not report the damage or shortfall within 2 days of the date of delivery we will take no responsibility.

16.0 Termination

- 16.1 If we fail to comply with any of these Terms and Conditions then you are entitled to terminate the contract with immediate effect by sending us written notice of termination.
- 16.2 If you fail to comply with any of these Terms and Conditions (and in particular if you fail to pay the contract price) then we are entitled to terminate the contract with immediate effect by sending your written notice of termination.
- 16.3 In the absence of termination as a result of either party failing to comply with these Terms and Conditions, the contract will terminate on the expiry of the cover duration.

17.0 Conditions of Sale

- 17.1 Any advice or recommendation given the Company or its employees or agents to the Buyer or its employees or agents as to the storage application or use of the Goods which is not confirmed in writing by the Company is followed or acted upon entirely at the Buyer's Own risk and accordingly the Company shall not be liable for any such advice or Recommendation which is not so confirmed.
- 17.2 Any typographical clerical or other error or omission in any sales literature, quotation, Any typographical clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company.
- 17.3 All specifications, drawings, particulars of weight and dimension and performance data contained in any of the Company's literature are approximate only.
- 17.4 The Company Reserves the right to improve and/or modify and specifications, designs and dimensions without notice.

- 17.5 The Price shall be either:

- 17.5.1 the Company's quoted price which shall only be valid for 30 days from its date after which time the Price may be altered by the Company and shall be subject to the company quoting; or
 - 17.5.2 where no price has been quoted the Price listed in the then current price list of the Company sent by the Company to the Buyer from time to time.
- 17.6 The Company reserve the right to charge the Buyer for returnable packages and/or packaging materials. If the goods are received by the Company in good condition a credit will be made to the value of 75% of the amount charged for the goods. Carriage is non-refundable.
 - 17.7 The Price and any other sums payable by the Buyer to the Company is exclusive of any applicable Value Added Tax, which the Buyer shall be additionally liable to pay to the Company.
 - 17.8 Subject to any special terms agreed in writing between the Buyer and Company, the Company may invoice the Buyer for the Price of the Goods on or at any time after delivery of the Goods, or any instalment of the Goods unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Buyer shall be entitled to invoice the Buyer for the Price at any time after the Company has notified the Buyer that the Goods are ready for collection or (as the case may be) the Company has tendered delivery of the Goods.
 - 17.9 Save as otherwise agreed in writing payment of the Price and VAT shall be due within 30 days of the end of the month in which delivery take place without deduction or set off. Time for payment shall be of the essence.
 - 17.10 The Buyer shall be responsible to the Company for ensuring the accuracy of the terms of any order and any information supplied for the Company as to its requirements (including but without limitation the use to which the Goods will be put and any applicable specification) submitted by the Buyer and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms.
 - 17.11 No order which has been accepted by the Company may be cancelled by the Buyer except with the agreement in writing of the Company and on terms that any deposit paid shall not be repayable and that the Buyer shall indemnify the Company in full against all loss (including loss of profit) costs (including the cost of all labour and materials used) damages, charges and expenses incurred by the Company in carrying out any work in respect of the Goods or otherwise as a result of cancellation.
 - 17.12 Unless otherwise agreed in writing the Company shall deliver the Goods to such delivery address as is specified by the Buyer to the Company at such time as the Goods or part thereof (as the case may be) are ready for delivery.
 - 17.13 The Buyer shall be responsible for offloading the Goods at the delivery address and shall advise the Company of any local or internal rules, byelaws or rules relating to parking or loading of vehicles at the delivery address.
 - 17.14 The Buyer shall be responsible for ensuring that access to the delivery address is wholly by road with a surface capable of withstanding the weight and size of a vehicle carrying the goods.
 - 17.15 Any dates quoted for delivery of the Goods are approximate only and the Company shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Company in writing. The Goods may be delivered by the Company in advance of the Delivery Date upon giving reasonable notice to the Buyer.
 - 17.16 Where the Goods are to be delivered in instalments each delivery shall constitute a separate contract and failure by the Company to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
 - 17.17 If the Buyer fails for any reason whatsoever to take delivery of the Goods or fails to give the Company adequate delivery instructions at the time stated for delivery (otherwise than by reason any cause beyond the Buyer's reasonable control or by reason of the Company's Fault) then without prejudice to any other right or remedy available to the Company the Company may:
 - 17.17.1 store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) or returning the Goods to the Company's premises, Storage and for transport, packaging and insurance for redelivery of the Goods; Or
 - 17.17.2 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the Price or charge the Buyer for any shortfall below the Price.
 - 17.18 Risk of damage to or loss of the Goods shall pass to the Buyer.
 - 17.18.1 in the case of Goods to be delivered otherwise than to the Company's premises at the time of delivery or if the Buyer wrongfully fails to take delivery of the Goods the time when the Company has tendered delivery of the Goods.
 - 17.19 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions the property in the Goods shall not pass to the Buyer until the Company has received in cash or cleared funds payment in full of the Price of the Goods and all other goods agreed to be sold by the Company to the Buyer for which payment is then due.
 - 17.20 Until such time as the property in the Goods passes to the Buyer the Buyer shall hold the Goods as the Company's fiduciary agent and bailee and shall keep the Goods separate from those of the Buyer and third parties and properly stored protected and insured and identified as the Company's property. Until that time the Buyer shall be entitled to resell or use the Goods in the ordinary course of its business.
 - 17.21 Until such time as the property in the Goods passes to the Buyer (and provided the Goods are still in existence and have not been resold) the Company shall be entitled at any time to resell the Goods or to require the Buyer to deliver up the Goods to the Company and if the Buyer fails to do so forthwith to enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
 - 17.22 Warranty and liability is covered under clause 12 of this agreement.

18.0 Entire Agreement

- 18.1 This contract supersedes and invalidates all prior representation, arrangements, understandings and agreements between us (whether written or oral) relating to the services and products, which we agree to provide. Any such prior representations, arrangements, understandings and agreements between us will become null and void from the start date.
 - 18.2 These Terms and Conditions set out the entire agreement and understanding between us in relation to the services which we agree to provide.
 - 18.3 You promise that in deciding to sign the document headed "Service Contract" to which these Terms and Conditions are attached, you have not relied upon any representation, agreement, understanding or agreement (whether written or oral) which is not expressly set out or referred to in these Terms and Conditions.
 - 18.4 Nothing in these Terms and Conditions will operate so as to exclude or limit any liability for fraud.
- ## 19.0 Governing Law and Jurisdiction
- 19.1 English law governs this contract.
 - 19.2 Any dispute arising out of or in relation to the contract will be the subject of the exclusive jurisdiction of the English Courts.
 - 19.3 Any changes to Legislation will take immediate effect without prior notification. We would like to emphasise that this service does not replace the need for operational maintenance which should be carried out in accordance with the operating instructions and manufacturer's guidelines. It is imperative that the equipment and the system are operated only under the conditions for which they were designed. We make every effort to ensure that all technical publications and advisory manuals produced by us are correct but reserve the right to amend and upgrade them as required. You are therefore recommended to ensure that you have the most up to date version