

# RETROSERVE LTD

## INSULATION TERMS AND CONDITIONS

### **EEM covered by this document.**

**External Wall Insulation / Hybrid Wall Insulation / Internal Wall Insulation**

**Loft Insulation / Room in Roof Insulation**

These terms and conditions come into effect from 01/04/2025.

### **1. How this Contract Works**

The Contract is between You and Us. It is made up of (i) Your Quote (ii) this Contract (including any schedules) (iii) Requote (if applicable). It is important for You to read this Contract carefully so that You understand how it works.

If You do not understand this Contract and want to talk to Us about it, or if You would like this Contract in another format (for example: audio, large print, braille), please contact us using the contact details below.

If the Contract names more than one person, you'll all be responsible – as individuals and together – for Your obligations under the Contract.

The Contract will start from the date We receive Your signed and dated Quote.

If this Contract contradicts Your Quote, this Contract will take priority.

### **2. Your Right to Cancel the Contract**

You may cancel the Contract within 14 days from the start date of Your Contract if you change Your mind (the Cooling Off Period). To exercise this right to cancel, You must tell Us within the Cooling Off Period in writing, by e-mail or by sending a completed Cancellation Form. You can find Our contact details in the "Contacting Us" section below.

We will not normally book an installation, order any equipment or start any works for you within the Cooling Off Period unless you expressly advise Us that you wish Us to do so. If you do so, you will be deemed to have waived your 14 day cooling off period and if you subsequently cancel your installation prior to your installation being completed, you will be liable for the cost of any time and materials incurred by us, including but not limited to any preparatory work, associated logistics and scaffolding, together with any profit that would have been made by us for your Order.

If you cancel your Order after the Cooling Off Period but before installation, you will be liable for the cost of any time and materials incurred by us, including but not limited to any preparatory work, associated logistics and scaffolding, together with any profit that would have been made by us for your Order.

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## 3. About Us

RETROSERVE LTD are accredited under and are members of SIMPLY CERTIFICATION and registered with Trustmark. When We are performing Our obligations under the Contract, We will make sure that at all times, We comply with the SIMPLY CERTIFICATION and TRUSTMARK requirements .

We are also qualified installers for all products that we supply and install. When We are performing Our obligations under the Contract, We will similarly make sure that at all times, We comply with the requirements of the relevant manufacturer.

We may transfer Our rights and/or obligations under the Contract to another company. If We organise for another company to perform some of Our obligations for Us, this will not affect Our responsibility to You under the Contract.

## 4. What We need You to do before We install Your Insulation

Before We carry out the Installation or order any equipment, You must satisfy the following conditions (unless We tell You otherwise) (the "Installation Requirements"):

The Cooling Off Period period has ended and You haven't cancelled the Contract or You have sent Us a completed Waiver Form (and We have received it).

You have either:

paid Us in full (and any additional costs specified in Your Quote (and We have received));

paid Us the Deposit and any additional costs specified in Your Quote (and We have received it); or

chosen to finance your purchase by means of a regulated credit agreement from one of Our chosen panel of lenders and have had your credit application approved by the relevant lender (who will confirm this to Us).

You have completed any actions that We have specified in the Quote that You must carry out.

As Your Quote is based on the surveys of Your Premises (desktop and/or physical) which We carried out prior to You entering into the Contract with Us, You must not have carried out any renovation, modification or other alteration to the structure of Your Premises or changed its primary use since the date of Our last survey.

If some or all of the installation requirements are not satisfied within 30 days of the start date of Your Contract and We have not told You that You do not need to satisfy them, We may cancel the Contract or provide You with a new Quote (which, if You accept, will replace the existing Quote).

You must also obtain all consents and permissions by the date on which We complete the Installation to allow Us to carry out the Installation. These consents and permissions may include building regulation completion certificates, planning permissions, landlord consents and mortgagor consents. If We ask You, You must promptly provide Us with proof that You have obtained them. If You have not obtained them all, We may cancel the Contract or provide You with a new Quote (which, if You accept, will replace the existing Quote).

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Where Building Regulations require the installation of additional items that are not explicitly included in Your Contract, We will advise You of the requirement to fit these parts to comply with the relevant regulations. We will offer to add these parts and/or products to your quote. You are under no obligation to purchase these additional parts from Us and may decline to do so. If this is the case, We shall note on Your Order that You have declined to purchase the relevant parts and/or products and it will be Your responsibility to ensure that the necessary actions are taken to ensure compliance with Building Regulations outside of Your Contract with Us.

After an order is placed, there is an opportunity for the customer to send photos to the Us using an online portal. By viewing the photos in advance We can discuss any technical aspects of the installation prior to the attending; this makes the installation process run as smoothly as possible ensuring the right materials are delivered to enable a suitable installation.

You agree that any photos supplied during or after the ordering process are true and accurate images of what the engineer will see at the installation site.

If deemed necessary, We may supplement the above steps with a virtual inspection of your property making use of video call software. This allows further opportunity to expand upon any further technical points raised during the pre-installation process.

The quotation that We provide is a fixed price for the Insulation installation. The quotation does not include existing issues which We may come across during the installation. Should we find issues, this will be noted on the pre installation Audit form after the installation. A separate quotation can be given to complete these works.

The price that we quote does not include the cost of removing any dangerous waste materials, such as asbestos, that we could not reasonably identify when we provided Your quote. You can call a specialist contractor to remove these dangerous materials or We may be able to arrange for them to be removed at an extra cost. When asbestos is removed You will need to produce a "site clearance for reoccupation" certificate, which You can get from the asbestos removal company, before We continue to work at Your property.

The price that We quote includes removing all non-dangerous materials and post installation waste.

## **5. Alternative options and declining an order**

If, upon physical inspection of the site, it is determined that equipment ordered is unsuitable or technically not possible to install as ordered, then We will inform You of why the installation cannot go ahead as ordered and discuss alternative options including any delay to installation that may be incurred. If the customer declines the alternatives offered, or if no alternatives can be offered, then We will give a full refund to the customer, minus any Cancellation Fee that may be applicable, and remove any materials that may have already been delivered to site.

In exceptional cases where We determine an installation cannot take place, We reserve the right to decline any order at any time. Should We decline an order, no damages or expenses of any kind shall be payable by Us to You beyond the refund of any money already paid in relation to the contract.

If, upon physical inspection of the site, it is determined that more equipment or a significant amount of extra work is required, then We will inform You of any increase in costs prior to these costs being incurred and issue Requote which must be approved by you (orally or in writing) and will then form part of the Contract (this approval may be carried out either by physical documentation or by email).

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We will also inform You of any delay to installation that may be incurred. If the customer declines any extra equipment or work required to facilitate the installation work they are entitled to a full refund.

We reserve the right to decline any order at any time up until completion. Should We decline an order, no damages or expenses of any kind whatsoever shall be payable by Us to You beyond the refund of any money already paid in relation to the contract.

Any changes in materials and/or specifications from those detailed in the original documentation, will only apply when supported by Requote issued by Us, which must be approved by You and will then form part of the Contract (this approval may be carried out either by physical documentation or by email).

Whilst every effort is made to ensure the delivery and installation timescales agreed during the ordering process are met, We reserves the right to delay installation for reasons including (for example) fires, strikes, illness, severe weather, lockouts, terrorism, war and any other causes beyond Our control interfering with its execution or completion of the contract. Time shall not be deemed to be the essence of the Contract.

Due to Our policy of continuous improvements, You shall have the benefit of any modification We may make to Our products and procedures albeit these changes may be made without prior notice to the Customer. All illustrations within Our literature and that of Our suppliers are intended as an illustrative guide only.

## **6. Arranging a date for the Installation**

Once We have received and reviewed the survey of Your house from Your sales consultant Our Scheduling Team will contact You to arrange a date on which We can begin the Installation (the "Installation Date").

If You want to re-arrange the installation date, You must give Us at least 5 working days notice. If You give Us less than 5 days' notice, You must pay Us the costs We have incurred as a result. If You rearrange the installation date two times or more, We may cancel the Contract.

We may rearrange the Installation Date if We believe that, on the day, the weather or the occurrence of an event or circumstances at or near Your Premises (and which is outside Our reasonable control) means that We cannot carry out the Installation safely. We will try to give You as much advance notice as possible.

Time shall not be deemed to be the essence of the Contract. Should We be required to amend the scheduled Installation Date due to engineer availability, then We shall not be held liable to compensate for Loss of Earnings. Every effort will be made to notify You of any change to the scheduled Installation Date at the earliest availability.

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## 7. Installing Your insulation

Your Quote will set out how long We think it will take to carry out the Installation at Your Premises. Although every case is different, the Installation , typically, take between three to 5 days, although We may need to return to Your Premises on a subsequent day in order to complete the final steps of the installation. We may also need to attend Your Premises before and after the Installation in order to set up and dismantle any scaffolding which is required.

When adding new equipment to your house, our engineer will need to inspect existing relevant infrastructure to ensure it meets current regulatory standards and is of suitable performance. Should your existing infrastructure fail to meet relevant standards/capacity then We will give you the options to bring the infrastructure up to a standard which allows new equipment to be connected. At this point You may cancel your order for a full refund minus the Cancellation Fee if applicable. If you do not wish to authorise the required additional work(s) but still wish the new equipment to be installed, we will leave the equipment for final connection by others and will not be able to commission the equipment. In such circumstances the customer is still liable to make payment in full as if the installation had been completed.

We will carry out the work during working hours Monday to Friday, but may on occasion need to use a reasonable amount of overtime to achieve completion. This may include additional days for the installation when planned. We may stipulate the number of installers to complete the installation. However, the number of installers is not guaranteed and only a guide, as during busy periods this may change. It is a condition of this contract that Your approval of such overtime is granted although We will endeavour to minimise any disruption or inconvenience. Should any overtime or unsociable working hours be specifically requested by You or any other special arrangements charged for and agreed in the quotation, it may be necessary for us to amend the quotation. These charges will be explained at the time and prior to the overtime or unsocial working hours commencing. We will need access to the relative property at all reasonable times whilst the work is being executed and would expect free use of water, electricity and gas to enable us to complete the work in accordance with this Contract.

Hazards during the installation and protection against these

During the Installation there will be hazards such as tools and materials, cables, dust sheets, ladders and scaffolding at Your Premises. We want to keep You, Your family, visitors and Our people as safe as possible so please try to avoid the work areas and take care when entering is required. Please also ensure You follow any instructions the technicians/contractors give you at all times. By signing these terms and conditions You confirm that You understand and are aware of what You need to do regarding the hazards associated with the Installation.

What We need You to do during the Installation

In order for Us to carry out the Installation, You agree to give Us (and Our representatives and sub-contractors) safe, full, free and unrestricted access to Your Premises including access to electricity, broadband, earthing and other relevant services at Your Premises that We need to carry out the Installation.

If We ask, You must empty and otherwise make ready, parts of Your Premises to enable the Installation.

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We use a panel of approved third-party subcontractors to provide quotations for the design, erection and dismantling of any scaffolding that may be required at the Premises to complete Your installation: You acknowledge this and accept that:

If, upon physical inspection of the site, it is determined by the third-party subcontractor providing the scaffolding services that more equipment or a significant amount of extra work is required, then We will inform You of any increase in costs prior to these costs being incurred and issue a Requote which must be approved by you (orally or in writing) and will then form part of the Contract (this approval may be carried out either by physical documentation or by email). We will also inform You of any delay to installation that may be incurred.

Should there be a requirement to erect scaffolding on or over a low roof to enable access to a higher part of the Premises, the scaffolding may cause minor damage to roof tiles on these lower structures. Whilst all reasonable efforts will be taken to avoid any potential damage, you accept that should such damage occur that neither We nor Our appointed sub-contractors are liable for such damage to the unavoidable nature of the work involved.

During the Installation:

You, or a responsible person who is over 18 years old and authorised by You, must be at the Premises at all times (unless We agree with You otherwise).

You must take reasonable steps to ensure the health and safety of Our personnel, contractors and sub-contractors whilst they are working at the Premises.

If You do not comply with Your responsibilities set out in Sections 6.3 and 6.5 above for a period of seven days after We have told You about Your non-compliance, We may cancel the Contract.

If We discover an environmental or safety issue or condition at the Premises (such as the existence of asbestos), We will tell You immediately and stop the Installation. You will be responsible for rectifying the issue or condition. Once rectified, We will continue with the Installation. If You do not rectify the issue or condition within three months of Us telling You, We may cancel the Contract or provide You with a new Quote (which, if You accept, will replace the existing Quote).

Goods supplied and delivered by us to you, or your premises, shall remain our property until paid for by you in full. Whilst goods remain our property we have the absolute authority to:

(1) Retake, sell or otherwise deal with or dispose of all or any part of these goods.

(2) Enter any premises, at any time and without notice, in which goods or any part thereof is installed, stored or kept, or is reasonably believed so to be.

(3) Seek a court injunction to prevent you from selling, transferring or otherwise disposing of such goods.

You agree to keep the goods we deliver to you safe.

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The risk in such goods will pass to you on delivery to you.

If We leave any tools or equipment or goods with You (with Your agreement) and You damage, tamper or lose them (or fail to prevent their damage or loss), We may charge You for Our costs in repairing and/or replacing them.

You agree that you will not exercise a lien over any tools, equipment or goods.

Our responsibilities during the Installation

We will observe all health and safety regulations.

We will use reasonable care and skill.

We will:

take reasonable care to avoid disrupting Your Premises;

remove all waste material relating to the work We have carried out; and

clean up to a reasonable standard, but We will not repaint or redecorate any surfaces affected by Our work or complete any remedial work to building structures and We will not accept responsibility for damage to carpets or other floor coverings, unless We have been negligent.

We will use materials that are of satisfactory quality.

We will ensure that Your insulation complies with all regulations and standards current at the time of installation.

If, during the Installation, We find that additional work is required or additional costs will need to be incurred (which has not been caused by Our neglect or default) or if You change the requirements from what is set out in Your Quote, We will provide You with a Requote (which, if You accept, will replace the existing Quote). If You do not accept the Requote, We may cancel the Contract.

Whilst every care will be taken, We accept no liability for any damages to plaster work, decoration, flooring etc, which may be consequent upon the carrying out of the work detailed, unless specifically provided for in the schedule(s) in the quotation. Cuts or holes made to allow for equipment will be made good but not permanently finished or redecorated. Floor boards will be reinstated or replaced when necessary but special and/or laminated floors cannot be permanently re-fixed. Any carpets which have to be lifted will be re-laid to the best of Our engineer's ability, however We cannot be held responsible for carpets which have been nailed or glued down, It should be anticipated that an amount of re-decoration may be required and this will be the Your responsibility and is not included in the price. Similarly We accept no responsibility for damage which is attributable to structural

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defect or weakness unless such damage results from negligence on Our part, our servants, workmen or assigns.

We will only raise / reposition a cold-water storage tank as part of loft insulation works, should this be plastic and also safe to do so. Should the Tank be metal this will be drained down, decommission and left in position. We will not cover the cost of the removal of the metal tank.

## 8. Completion of the Installation

We will let You know once the Installation is complete. Once the Installation has been completed:

You must if You have opted to pay an initial deposit prior to installation pay Us the Final Balance Payment within seven days of the date on which the Installation was completed.

If You do not pay the Final Balance Payment within 30 days after having received a reminder from Us, We may cancel the Contract. Please also see the "If You don't pay" section below about other remedies We may have.

## 9. Paying for Your Installation

We have a number of different payment options and will confirm the agreed payment method and terms with You in writing. Please see below for the relevant section depending on how You have paid for Your Installation.

Where You have paid a Deposit:

You agree that We will automatically collect the remainder of payment upon completion of the Installation services using the details provided at the time of booking. If the payment fails, Your card may be re-attempted for the remaining balance. You have the right to remove Your card details at any time and You can do this in writing or on the phone to Us.

The insulation (and associated products) will be Your responsibility from the time We deliver them. You do not own the insulation (and associated products) until We have received full payment for the services undertaken.

On completion of the Installation, We will require full payment of any outstanding balance as set out in Our Quote. Payment terms are seven days from completion of the Installation.

Once We have received the Final Balance Payment from You:

You will become owners of and responsible for Your insulation; and

We will apply to register your insulation with the appropriate Manufacturer.

You will benefit from the guarantees and warranties for the parts of insulation as specified in Your Quote. These guarantees and warranties will be for Your benefit and all subsequent owners of Your Premises and will be valid for the period set out in each guarantee and warranty. These guarantees and warranties have their own terms and conditions and We recommend that You read them carefully to understand Your rights and obligations under them. If You do not understand and want to talk to Us about these, please contact us on the details below.

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## 10. Other Provisions

Our standard workmanship guarantee is set out below from the date of completion of Installation of Your system. This covers defects associated with the Installation We carried out, but not product defects, which are covered by manufacturers' guarantees and warranties (see below). Workmanship is only guaranteed if full payment has been made. The guarantee will become null and void if our standard workmanship and/or insulation is subject to misuse or negligence, and/or repaired, modified or tampered with by anyone else.

### Energy Efficiency Measures

B4 External Wall Insulation - 25 years

B8 Internal Wall Insulation - 25 years

B9 Loft Insulation - 2 Years

B12 Room in Roof Insulation - 25Years

We will provide You with (or arrange the provision to You of):

copies of the product guarantees and warranties which You benefit from;

copies of all certificates, user manuals, guides, instructions, drawings and other documentation relating to your Insulation.

## 11. Your Ongoing Rights and Obligations

Once the Installation has been completed:

You agree to comply with all conditions of the consents and permissions to keep Your Insulation measures installed at Your Premises. You must tell Us immediately if You become aware that You have not complied with these conditions.

You must allow Us, Our personnel, contractors and sub-contractors to access Your Premises at reasonable times where We ask You in order to inspect Your insulation, to carry out any of Our responsibilities or exercise any of Our rights under the Contract.

Once the insulation has been completed, We will provide You with the necessary documentation and guidance from the manufacturer of Your appropriate measure. It is your responsibility to follow these.

## 12. Force Majeure

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Neither You nor We will be legally responsible to the other for any failure or delay to perform its obligations under this Contract if such a failure or delay is due to a Force Majeure Event.

If the Force Majeure Event affects Yours or Our ability to carry out its obligations under the Contract for a continuous period of 3 months then the non-affected person may cancel the Contract.

If the Contract has been cancelled for a Force Majeure Event and (i) You have not paid the Final Balance Payment and (ii) You are not paying the Final Balance Payment in accordance with Section 7.1.2 (via an agreed Instalment Payment Plan), We will remove insulation from Your Premises and return Your Premises to a reasonable standard at no cost to You.

## **13. Limits on Our Responsibility to You**

Nothing in the Contract removes or limits Our legal responsibility to You for death or personal injury caused by Our negligence. We also accept full legal responsibility if We act in a fraudulent way. This Contract does not affect any rights You have by law.

Except for Our legal responsibility for death or personal injury, as set out above, We are not legally responsible under this Contract for:

any losses that are not Our fault, or that We could not have reasonably expected when We entered into this Contract; or

any financial losses (for example, wasted expenses or loss of profit, income, opportunity, contract or goodwill) whether direct, indirect or consequential.

## **14. Ending Your Contract**

Expiry of the Contract – this Contract will automatically end on completion of the Installation, unless it has been cancelled earlier by either You or Us in accordance with the Contract.

### **Cancellation by You**

In addition to the rights You have to cancel the Contract as set out elsewhere in these Terms and Conditions, You can cancel the Contract if You are moving home. You must tell Us when You are going to move out of Your home. The cancellation will take effect on the date You move home. To do this, please contact Our Customer Services Team by email at [info@retroserve.co.uk](mailto:info@retroserve.co.uk) or by telephone on 0800 034 0345. We will acknowledge all cancellations in writing or by e-mail.

### **Cancellation by Us**

In addition to the rights We have to cancel the Contract as set out elsewhere in these Terms and Conditions, We may also immediately cancel the Contract if We are unable to complete the Installation:

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for any reason (e.g. environmental, health and safety, structural or technical reasons connected with Your Premises) which has not been caused by Our neglect or default and which You have not resolved the issue within 30 days of Us telling You about it; or

for the occurrence of an event or circumstance which prevents completion of the Installation which could not have been reasonably foreseen by Us and which You have not resolved the issue within 30 days of Us telling You about it

## Cancellation by You or Us

In addition to the right to cancel the Contract if a Force Majeure Event occurs (see Section 10 for more details), either You or Us (as the person cancelling) may cancel the Contract immediately, if (i) the non-compliant person has been informed about its non-compliance and (ii) after being informed, continues to not comply for a period of 30 days.

## Consequences of expiry or cancellation:

If You have cancelled the Contract because We have varied the Contract or as a result of any neglect or default by Us, then (i) if You have not paid the Final Balance Payment, We will remove the insulation from Your Premises and return Your Premises to a reasonable standard at no cost to You (ii) if the final balance has been paid upfront, we will We will remove the insulation from Your Premises and return Your Premises to a reasonable standard at no cost to You and refund Your Payment.

If You have not paid the Final Balance Payment, and You are not paying the Final Balance Payment in accordance with Section 7.1.2 (via an agreed Instalment Payment Plan), We will remove the insulation from Your Premises and return Your Premises to a reasonable standard.

We may charge You for the costs We have incurred up until the cancellation of the Contract (as well as costs for removing the insulation and returning Your Premises to a reasonable standard). Where We do charge You for Our costs, We are entitled to recover what You owe Us either (i) by retaining an amount of Your Deposit equal to Our costs or (ii) invoicing You for the amount owed. We will return the outstanding balance of Your Deposit to You within 30 days.

If You have a bankruptcy petition filed against You or We reasonably believe that You will not be able to pay for the insulation / works, We may choose to end or suspend this Agreement until payment in full for the completed and ongoing Installation has been made.

Ending Your Contract will not affect any guarantees and warranties provided in relation to Your insulation, any rights and responsibilities that You or We had before the Contract ended, or which are due to come into force under the Contract or to continue after the date it ended.

## 15. Advice and Complaints

If We fail to deliver the standard of service You expect, You can contact our Support Team so that We can put it right.

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We train Our Support Team to be able to sort most things out straight away. If they can't, Our Complaints team will take over. We try to resolve complaints in two working days or less. If You're not satisfied with how We respond, You can ask Us to review Your case. We'll look into how We've handled it and decide if We should do anything differently.

If We haven't resolved Your complaint after eight weeks, or if We have sent You a final resolution letter, also known as a deadlock letter, to say there's no more We can do, You can go to the Dispute Resolution Ombudsman. It's a free and impartial service that sorts out disputes between companies and customers. You can get in touch with the Dispute Resolution Ombudsman at:

Telephone: +44 (0)333 241 3209

Email: [info@disputeresolutionombudsman.org](mailto:info@disputeresolutionombudsman.org)

Website: [www.disputeresolutionombudsman.org](http://www.disputeresolutionombudsman.org)

Address: Dispute Resolution Ombudsman 3-4 Viewpoint Office Village Babbage Road Stevenage SG1 2EQ

What they decide is legally binding for Us, but not for You.

If You aren't happy with what the Dispute Resolution Ombudsman decides or You may refer Your complaint to the courts of England and Wales.

To 'Know Your Rights' and for free, independent, confidential and impartial advice on consumer issues, visit: [citizensadvice.org.uk/energy](http://citizensadvice.org.uk/energy). You can also call the Citizens Advice consumer helpline on 03454 040506 or fill in their energy query form. You can do any of this at any point during the complaints process.

If We change Our complaints process, We will tell You through Our website

## **16. Privacy Policy**

Our separate Privacy Policy applies to our customers, users of our products and services, and to our prospective customers who have shown an interest in our products and services.

This Privacy Notice tells you who we are, how we collect, share and use your personal information, and how you can exercise your privacy rights. It applies to personal information that we use to provide you with our services or products, and personal information which we collect through our website. If we change the way we handle your personal information, we'll update the Privacy Policy and you'll be able to see the changes.

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## 17. If You don't pay

If You owe Us a balance after installation, You agree to make all payments You owe Us promptly and without any deductions whatsoever. If You do not pay promptly and in full when amounts owed to Us are due, or where We have reminded You that amounts are overdue, We may take reasonable action to recover any amounts owed, together with any costs We incur in dealing with an overdue payment. We may appoint a debt collection agency and/or take legal action if You do not pay (e.g. the Final Balance Payment).

## 18. How We'll contact You

If You have given Us an email address or mobile telephone number We may email or text You to manage Your account or to provide You with useful information. We may also send You messages by social media if You have provided Us with these details.

If You change Your email address, social media account or mobile phone number You will need to let Us know straight away to make sure You still receive messages from Us.

## 18. Contacting Us

If You wish to contact Us, please:

Write to Us at: RETROSERVE LTD , 11, Shaftesbury Street South, Derby, DE23 8YH, United Kingdom

Call Our Customer Service team on 0800 034 0345 between 9am and 5pm Monday to Friday. This is a local rate number when You call from a landline, and If You call from a mobile, charges may vary.

Email Us: [info@retroserve.co.uk](mailto:info@retroserve.co.uk)

## 19. General

We reserve the right to change the terms of the Contract. If We do, We will notify You about any changes and when they will take effect. If You do not agree with the changes, You can cancel the Contract with immediate effect by telling Us by e-mail or in writing by post within 7 days of receiving Our notification.

By agreeing to the Contract, You agree to Us carrying out a Credit Check on You. We may carry out this check before You have paid Us the Deposit. If for any reason You fail the Credit Check We reserve the right to immediately cancel the Contract.

If any court, ombudsman or any other competent authority decides that any aspect of a provision of the Contract is invalid or unenforceable, that aspect of that provision shall be severed from the Contract and shall have no effect on the remainder of the Contract.

The Contract is governed by the laws of England and Wales. Your statutory rights as a consumer are set out in legislation and nothing in the Contract, or any of Our Marketing Materials shall affect any of Your or Our statutory rights.