



Full Terms and Conditions

Last Updated: 26/02/2025

1. Introduction

1.1. The SuperFOIL Approved Installer Programme ("AIP") is designed to certify individuals who have undergone training provided by SuperFOIL Insulation ("SuperFOIL") in the installation of SuperFOIL products.

1.2. Participation in the AIP is subject to these Terms and Conditions. By joining the AIP, you agree to comply with these Terms and Conditions.

2. Training and Certification

2.1. SuperFOIL provides training on the correct installation of its products. Completion of this training qualifies participants to be recognised as Approved Installers.

2.2. Certification as an Approved Installer does not establish employment or agency with SuperFOIL. Participants operate as independent contractors or businesses.

2.3. Certification is valid for a period of three years and requires recertification to maintain Approved Installer status.

2.4. SuperFOIL will communicate updates to installation guidelines via email and the SuperFOIL website. Installers are responsible for staying informed and complying with the latest guidelines.

3. Use of the SuperFOIL Name

3.1. Approved Installers may use the designation "SuperFOIL Approved Installer" in marketing materials, including but not limited to websites, business cards, and advertisements, to demonstrate their certification.

3.2. The use of the SuperFOIL name is contingent upon maintaining compliance with these Terms and Conditions and meeting installation standards.



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APPROVED INSTALLER PROGRAMME

3.3. Installers must adhere to SuperFOIL's branding guidelines, including restrictions on logo modifications and approved branding colours.

3.4. Promotional materials featuring SuperFOIL products must be pre-approved by SuperFOIL to ensure compliance with branding and marketing standards.

3.5. In the event of removal from the AIP (see Section 13), the participant must immediately cease using the SuperFOIL name and any reference to AIP certification.

4. Liability and Insurance

4.1. SuperFOIL does not employ Approved Installers and is not responsible for their actions or omissions.

4.2. Approved Installers must maintain their own public liability insurance with a minimum coverage of £1 million and provide proof of coverage upon request or at periodic intervals as determined by SuperFOIL. Additionally, if the installer employs staff, they must also maintain Employers' Liability Insurance in compliance with legal requirements.

4.3. SuperFOIL is not liable for any damages, claims, or disputes arising from installations carried out by Approved Installers.

4.4. Approved Installers agree to indemnify SuperFOIL against any legal claims, costs, or damages resulting from improper installations.

5. Job Submissions and Rebates

5.1. Approved Installers are eligible for a rebate based on the volume of SuperFOIL products purchased and installed.

5.2. To qualify for rebates, participants must submit job details, including product usage and proof of installation, via the specified reporting system within 30 days of job completion, unless prior approval for an extension has been granted.

5.3. Rebates are subject to verification by SuperFOIL and will be calculated and paid quarterly. Payments will be issued within 60 days of successful verification, provided installations meet SuperFOIL standards.



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5.4. Pending rebate claims will be forfeited if an installer is removed from the programme.

6. Installation Standards

6.1. Approved Installers must follow SuperFOIL's technical guidelines and best practices for installation. These guidelines can be accessed on the SuperFOIL website or requested directly from SuperFOIL.

6.2. Installations are subject to quality audits by SuperFOIL. Installers agree to cooperate with these audits as requested.

6.3. Failure to meet SuperFOIL's installation standards may result in removal from the AIP.

7. Code of Conduct and Ethical Guidelines

7.1. Approved Installers must conduct themselves professionally and ethically when interacting with customers.

7.2. Installers must avoid conflicts of interest and disclose any potential conflicts to SuperFOIL.

7.3. Any behaviour that damages SuperFOIL's reputation or violates customer trust may result in removal from the AIP.

8. Health and Safety Compliance

8.1. Approved Installers must adhere to all relevant health and safety regulations when installing SuperFOIL products.

8.2. Installers are responsible for providing appropriate training to their staff and ensuring safe installation practices at all times.

9. Complaints and Warranty Responsibilities

9.1. Approved Installers are responsible for addressing customer complaints related to their installations.



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9.2. SuperFOIL provides technical support for product-related issues but does not assume liability for installation defects.

9.3. Installers must inform SuperFOIL of any warranty claims involving SuperFOIL products.

10. Intellectual Property Rights

10.1. Approved Installers do not acquire any rights to SuperFOIL's trademarks, patents, or marketing materials.

10.2. The SuperFOIL name, logo, and branding elements may only be used in accordance with Section 3 and must not be modified.

10.3. Unless privacy is explicitly requested by the installer, SuperFOIL reserves the right to use submitted project data for marketing purposes. No personal or identifiable customer information will be shared.

11. Installer Performance Evaluation

11.1. SuperFOIL will monitor the performance of Approved Installers through job submissions, audits, and customer feedback.

11.2. Continued participation in the AIP is subject to periodic review based on adherence to installation standards and customer satisfaction.

11.3. Installers may be required to undergo additional training or corrective actions if performance concerns are identified.

12. Customer Satisfaction Standards

12.1. Approved Installers are expected to maintain high standards of customer service and professionalism.

12.2. Installers must address customer concerns promptly and courteously to uphold SuperFOIL's reputation for quality.

12.3. Persistent customer complaints or negative feedback may result in removal from the AIP.



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13. Removal from the AIP

13.1. SuperFOIL reserves the right to remove participants from the AIP for:

- a) Failure to meet installation standards;
- b) Misuse of the SuperFOIL name or certification;
- c) Non-compliance with these Terms and Conditions;
- d) At SuperFOIL's sole discretion with 30 days' notice without cause.

13.2. Removal from the AIP revokes the right to use the SuperFOIL name and certification. Continued use may result in legal action.

13.3. Participants who are removed from the AIP may appeal the decision within 30 days of notification by submitting a written request with supporting evidence to SuperFOIL.

13.4. Reapplication may be considered after a 12-month period, subject to review.

14. Termination and Exit Obligations

14.1. Upon removal from the AIP, participants must:

- a) Cease all use of SuperFOIL branding and certification references;
- b) Settle any pending rebate claims, subject to verification by SuperFOIL.

14.2. If a participant is removed from the programme for any reason, any outstanding or pending rebates will be voided as a consequence

14.3. SuperFOIL reserves the right to charge for the removal of unauthorised references to the AIP.

15. Indemnity Clause

15.1. Approved Installers agree to indemnify and hold SuperFOIL harmless from any claims, liabilities, damages, or expenses arising from their installations or breach of these Terms and Conditions.



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16. Force Majeure Clause

16.1. Neither SuperFOIL nor Approved Installers will be held liable for failure to perform obligations under these Terms and Conditions due to circumstances beyond their reasonable control, including but not limited to natural disasters, pandemics, or supply chain disruptions.

17. Dispute Resolution

17.1. Any disputes related to the AIP will be resolved through negotiation between the parties.

17.2. If unresolved, disputes should be escalated to mediation within 30 days, followed by arbitration if necessary.

17.3. SuperFOIL reserves the right to make final decisions in disputes involving programme compliance.

18. Environmental Responsibility

18.1. Approved Installers are encouraged to follow environmentally responsible practices, including proper disposal of packaging materials and adherence to any regional sustainability guidelines.

19. Amendments

19.1. SuperFOIL reserves the right to amend these Terms and Conditions. Any changes will be communicated to participants and will take effect immediately.

20. Governing Law

20.1. These Terms and Conditions are governed by the laws of England and Wales, Scotland, and Northern Ireland.



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