

Roofing Matters



ROOFING MATTERS TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions shall apply to the provision of services by Roofing Matters, 2 Culver Grove, Wokingham, Berkshire, RG40 5AG or ("the Roofer") to customers that require their services.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the

following expressions have the following meanings:

"Agreement" means the contract into which the Parties will enter on the Customer's acceptance of the Quotation and of these Terms and Conditions which shall incorporate, and be subject to, these Terms and Conditions;

"Agreed Date" means the date on which the provision of the Services will commence as agreed by the Parties;

"Agreed Times" means the times which the Parties shall agree upon during which the Roofer shall have access to the Property to render the Services;

"Business Day" means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business;

"Customer" means the individual that requires the Services subject to these Terms and Conditions and the Agreement;

"Final Fee" means the total of all sums payable which shall be shown on the invoice issued in accordance with Clause 4 of these Terms and Conditions

"Job" means the complete rendering of the Services;

"Model Cancellation Form" means the model cancellation form attached as Schedule 1;

"Order" means the Customer's initial request to acquire the Services from the Roofer as set out in Clause 2 of these Terms and Conditions;

"Products" means the products required to render the Services which the Roofer shall procure and supply (unless otherwise agreed);

"Property" means the Customer's home, as detailed in the Order and the Agreement, at which the Services are to be rendered;

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“Quotation” means a quotation detailing proposed fees and services supplied to the Customer in accordance with Clause 2 of these Terms and Conditions;

“Quoted Fee” means the fee which will be quoted to the Customer following the Order which may vary according to the actual work undertaken as set out in Clause 4 of these Terms and Conditions;

“Services” means the roofing and other property maintenance services provided by the Roofer as detailed in Clause 5 of these Terms and Conditions; and

“Visit” means any occasion, scheduled or otherwise, on which the Roofer shall visit the Property to render the Services.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;

1.2.4 a Schedule is a schedule to these Terms and Conditions;

1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and

1.2.6 a "Party" or the "Parties" refer to the parties to the Agreement.

1.3 The customer shall have no effect upon the interpretation of these Terms and Conditions. headings used in these Terms and Conditions are for convenience only and Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other gender. References to persons shall include corporations.

2. Orders

2.1 The Roofer accepts orders for his Services through email and over the telephone.

2.2 When placing an Order the Customer shall set out, in detail, the Services required. Details required include the location and size of the Property, the type(s) of roofing (e.g. flat, felt, tiled etc.) and any other property maintenance that is required (see website for

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full list of services offered). The Roofer shall provide an New Customer form to the Customer which shall provide prompts for all required information.

2.3 Once the Order is complete and submitted the Roofer shall prepare and submit a Quotation to the Customer by email which shall set out the required fee and any deposit if required, detailed in Clauses 3 and 4 respectively.

2.4 The Customer shall be free to make changes to the Order and Quotation prior to acceptance. The Customer may accept the Quotation by telephone or email.

3. Deposit

3.1 Where deposits are applicable, at the time of accepting the Quotation or not more than 5 days prior to the job starting, the Customer shall be required to pay a Deposit to the Roofer. The Deposit shall be defined in the Quotation.

4. Fees and Payment

4.1 The Quoted Fee shall include the price payable for the Services and for the estimated Products required to render the Services

4.2 The Roofer shall use all reasonable endeavours to use only the Products (and quantities thereof) set out in the Quotation and the Agreement; however if additional Products are required the Final Fee shall be adjusted to reflect this. Any such increases shall be kept to a minimum and notified to you prior to any increase in final cost. The option to cancel is available should the customer choose to do so. If work has already commenced, the customer shall have to pay for the work carried out to that point.

4.3 In the event that the prices of Products or services increase during the period between the Customer's acceptance of the Quotation and the commencement of the Services, the Roofer shall inform the Customer of such increase and of any difference in the Final Fee prior to any increases becoming payable in the final cost. The option to cancel is available should the customer choose to do so. If work has already commenced, the customer shall have to pay for the work carried out to that point.

4.4 The Roofer shall invoice the Customer when the provision of the Services is complete.

4.5 Where deposits have not been requested, invoices must be paid within 2 days of receipt by the Customer (note: this timeframe does not include time for funds to clear).

4.6 Where deposits have been taken, invoices must be paid within 14 days of receipt by the customer.

5. Services

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5.1 The Services shall be rendered in accordance with the specification set out in the accepted Quotation (as may be amended by mutual agreement from time to time).

5.2 The Roofer may provide sketches, impressions, plans or similar documents in advance of the Job. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Job nor to guarantee specific results.

5.3 The Roofer shall ensure that the Services are rendered with reasonable care and skill and to a reasonable standard which is commensurate with best trade practice.

5.4 The Roofer shall ensure that no other parts of the Property suffer damage as a result of his rendering of the Services. Any damage which may occur shall be made good at no additional expense to the Customer prior to completion of the Job.

5.5 The Roofer shall ensure that he complies with any and all relevant codes of practice.

5.6 The Roofer shall properly dispose of all waste that results from his rendering of the Services.

5.7 The Roofer shall, where necessary, provide temporary covering, roofing and / or boarding for the Property and shall ensure that such temporary covering, roofing or boarding protects the interior of the Property from the elements. The Roofer shall also advise the Customer of any and all security risks that such temporary materials present.

5.8 Time shall not be of the essence in the rendering of the Services under these Terms and Conditions or under the Agreement.

6. Customer's Obligations

6.1 If any consents, licenses or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, it shall be the Customer's responsibility to obtain the same in advance of the commencement of the Services.

6.2 The Customer shall ensure that the Roofer can access the Property at the Agreed Times to render the Services.

6.3 The Customer shall have the option of giving the Roofer a set of keys to the Property or being present at the Agreed Times to give the Roofer access. The Roofer warrants that all keys shall be kept safely and securely.

6.4 The Customer shall ensure that the Roofer has access to electrical outlets and a supply of hot and cold running water where required.

6.5 The customer shall ensure that any items of value either monetary or otherwise are kept away from working areas in order to minimise risk of damage or loss. If items are

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left in areas where work is taking place this is done so at customers own risk and no liability for damage caused shall be taken by the Roofer.

6.6 The Customer shall ensure that the Roofer is made aware of any potential health and safety issues that may affect their ability to carry out their agreed Services safely and in accordance with HSE guidelines. This includes but is not limited to:

6.6.1 The possibility that any materials that may be disturbed may contain Asbestos

6.7 The Customer must give the Roofer at least 7 days notice if the Roofer will be unable to provide the Services on a particular day or at a particular time. The Roofer will not invoice for cancelled Visits provided such notice is given. If less than 7 days notice is given the Roofer can invoice the Customer for any losses incurred as a result of this late notice.

7. Cancellation

7.1 The Customer or Roofer may cancel or reschedule the Job at any time before the Agreed Date. If this cancellation comes less than 7 days before the Agreed Date, any loss resulting from either party shall be notified to the other so as to discuss any reimbursement required as a result of this.

8. Liability, Indemnity and Insurance

8.1 The Roofer shall ensure that he has in place at all times suitable and valid insurance which shall include public liability insurance.

8.2 The Roofer's total liability for any loss or damage caused as a result of its negligence or breach of these Terms and Conditions or of the Agreement shall be determined by the courts.

8.3 The Roofer is not liable for any loss or damage suffered by the Customer which results from the Customer's failure to follow any instructions given by the Roofer.

8.4 Nothing in these Terms and Conditions shall limit or exclude the Roofer's liability for death or personal injury.

8.5 The Roofer shall indemnify the Customer against any costs, liability, damages, loss, claims or proceedings arising out of the Roofer's rendering of the Services or any breach of these Terms and Conditions.

8.6 The Customer shall indemnify the Roofer against any costs, liability, damages, loss, claims or proceedings arising out of the Customer's failure to meet any of its obligations or any other breach of these Terms and Conditions.

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9. Guarantee

9.1 The Roofer guarantees that the product of all Services provided shall be free from any and all defects for a period of 12 months following completion of the Job where the Job is not a temporary repair or where it has been recommended that a full renewal/overhaul is required.

9.2 From time to time longer guarantees may be given for work carried out. Where this is the case, this will be clearly stated in the quotation.

9.3 If any defects in the product of the Services appear during the guarantee period set out in sub-Clause 11.1 the Roofer shall rectify any and all such defects at no cost to the Customer.

10. Data Protection

The Roofer will not share the Customer's personal data with any third parties for any reasons without the prior consent of the Customer. Such data will only be collected, processed and held in accordance with the Roofer's rights and obligations arising under the provisions and principles of the Data Protection Act 1998.

11. Force Majeure

11.1 No Party to the Agreement will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

12. Termination

12.1 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:

12.1.1 any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within 14 Business Days of the due date for payment;

12.1.2 the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 40 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;

12.1.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;

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12.1.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

12.1.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);

12.1.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;

12.1.7 that other Party ceases, or threatens to cease, to carry on business; or

12.1.8 control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of this Clause 13, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.

For the purposes of sub-Clause 12.1.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.

The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

13. Effects of Termination Upon the termination of the Agreement for any reason:

13.1 any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;

13.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;

13.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which exist at or before the date of termination; and

13.4 subject as provided in this Clause 14 and except in respect of any accrued rights neither Party shall be under any further obligation to the other.

14. No Waiver

No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of

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any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

15. Further Assurance

Each Party shall execute and do all such further deeds, documents and things as may be

necessary to carry the provisions of the Agreement into full force and effect.

16. Costs

Subject to any provisions to the contrary each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement.

17. Set-Off

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.

18. Assignment and Sub-Contracting

18.1 Subject to sub-Clause 19.1 The Agreement shall be personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

18.2 The Roofer shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of the Roofer.

19. Time

19.1 The Parties agree that the times and dates referred to in the Agreement are for guidance only and are not of the essence of the Agreement and may be varied by mutual agreement between the Parties.

20. Relationship of the Parties

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

21. Third Party Rights

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No part of the Agreement is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

22. Notices

22.1 22.2

All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

Notices shall be deemed to have been duly given:

22.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

22.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

22.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

22.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

23. Entire Agreement

23.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly

23.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

24. Counterparts

The Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

25. Severance

In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those

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provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

26. Dispute Resolution

26.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

27. Law and Jurisdiction

27.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

27.2 Subject to the provisions of Clause 26, any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

SCHEDULE 1 CANCELLATION FORM

To: Roofing Matters, 2 Culver Grove, Wokingham, Berkshire, RG40 5AG
daryl.cooke@roofingmattersgroup.com 07539839167.

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) cancel my/our (delete as appropriate) contract for the roofing services dated << >>.

Name of consumer(s): << >>

Address of consumer(s): << >>

Signature of consumer(s): << >>

Date: