
TERMS AND CONDITIONS – WINDSOR ROOFING SPECIALIST

BACKGROUND:

These Terms and Conditions are the standard terms which apply to the provision of roofing services by Windsor Roofing Specialist Ltd (“WRS”) to customers who require roofing services to be provided at their premises.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agreed Times”	the times and dates which you agree with us for us to have access to the Property to complete the Job;
“Agreement”	the service agreement into which you and WRS will enter if you accept the Quotation. The Agreement will incorporate, and be subject to, these Terms and Conditions;
“Business”	any business, trade, craft, or profession carried on by you or any other person or organisation;
“Completion Date”	The date on which the Job is completed which we will confirm to you in writing after the Roofing Services have been provided;
“Consumer”	a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of WRS who receives Roofing Services for their personal use and for purposes wholly or mainly outside the purposes of any Business;
“Customer”	WRS’s customer and a party to the Agreement;
“Deposit”	the deposit you are required to pay in accordance with Clause 4;
“Fee”	the fee set out in the Quotation which may change according to the actual work undertaken as set out in Clause 5;
“Final Fee”	the total of all sums you must pay, which will be shown on the invoice issued in accordance with Clause 5;
“Guarantee Period”	As per quotation given by WRS.
“Job”	the complete provision of the Roofing Services;
“WRS”	Windsor Roofing Specialist Ltd a company registered in England and Wales No.13908024 whose registered office is at Gainsborough House, 59-60 Thames Street, Windsor SL4 1TX, United Kingdom, and a party to the Agreement;
“Products”	the products (if any) as specified in the Agreement which are required for the provision of the Roofing Services and which we will supply;

“Property”	your premises as detailed in the Agreement, at which the Job is to take place;
“Quotation”	the quotation we send to you in accordance with Clause 2 detailing the Roofing Services we will provide to you and the Fee you must pay;
“Repair”	Roofing Services that comprise a repair to part of an existing roof to restore it to a functional condition;
“Roofing Services”	the roofing services we will provide as specified in the Agreement;
“Start Date”	the date you agree with us on which we start providing the Roofing Services as specified in the Agreement;
“Terms and Conditions”	these ‘Terms and Conditions – Windsor Roofing Specialist’;
“Visit”	any occasion, scheduled or otherwise, on which we visit the Property to provide the Roofing Services;
“we/us/our”	means WRS and includes all WRS’s employees, agents, and sub-contractors; and
“you/your”	means the Customer.

1.2 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.

- 1.3 Unless the context otherwise requires, references in these Terms and Conditions to:
- (i) “writing”, and any similar expression, includes a reference to electronic communications whether sent online or by e-mail, text message, fax, or other similar means;
 - (ii) a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - (iii) a Schedule is a reference to a schedule to these Terms and Conditions;
 - (iv) a Clause is a reference to a clause of these Terms and Conditions;
 - (v) a "party" or the "parties" refer to the parties to the Agreement;
 - (vi) any gender will include any other gender;
 - (vii) persons, unless the context otherwise requires, include corporations; and
 - (viii) words signifying the singular number will include the plural and vice versa.

2. Quotations

- 2.1 Based on your requirement for Roofing Services, we will prepare a Quotation and send it to you in writing. The Quotation will, inter alia, set out the Deposit and the Fee (see Clauses 4 and 5).
- 2.2 You may make changes to your requirement before you accept our Quotation, on receipt of which we will send you a revised Quotation.
- 2.3 Our Quotation is valid for 30 days from its date of issue. We may at our sole discretion extend its validity at your request.

- 2.4 Should you decide to accept our quotation, you should do so in writing.

3. Agreement

- 3.1 On your acceptance of our Quotation:

- (i) By accepting our quotation you are accepting the Agreement set out by WRS setting out the full details of the parties and the Roofing Services to be performed;
- (ii) if you are a Consumer and the Agreement is not made on our premises, the Agreement will also set out your cancellation rights during the cooling-off period, your rights in the event of a problem with the Roofing Services and your rights under prevailing consumer-specific legislation;
- (iii) you are required to countersign the Agreement and return it to WRS; and
- (iv) you become liable to pay the Deposit as set out in Clause 4.

4. Deposit

- 4.1 At the time you accept the Quotation you are required to pay us the Deposit. The Deposit will be 40% of the Fee. Until the Deposit is paid in full, we will not confirm the Start Date or start work on the Job or place orders for the Products.
- 4.2 If you subsequently cancel the Agreement, we may retain some or all of the Deposit as set out in Clause 8.

5. Fee and Payment

- 5.1 The Fee includes the price payable for the Roofing Services and for the Products which we estimate will be required.
- 5.2 We will, where reasonably possible, use only the Products (and quantities of Products) set out in the Quotation and the Agreement; however, if additional Products are required during the course of the Job, we may at our sole discretion adjust the Final Fee to reflect this. We will keep any increases to a necessary minimum and will keep you informed at all times.
- 5.3 If the price of Products increases during the period between your acceptance of the Quotation and the Start Date, we will inform you of the increase and of any difference in the Final Fee.
- 5.4 The Fee and the Final Fee are exclusive of VAT. If you are a Consumer, we will also tell you the VAT-inclusive Fee and Final Fee in writing. If the rate of VAT changes, we will adjust the amount of VAT that you must pay.
- 5.5 We will invoice you:
- (i) When the deposit is due; and
 - (ii) on or immediately after the Completion Date.
- 5.6 You must pay any invoice immediately after you receive it.
- 5.7 We accept the following methods of payment:
- (i) credit or debit card; or
 - (ii) electronic bank transfer.
- 5.8 If you do not pay an invoice by the due date we may charge you interest on the overdue sum at the rate of 5% above the base rate of Barclays Bank from time to time until payment is made in full. Interest will accrue on a daily basis from the due date until the

actual date of payment, whether before or after judgment.

- 5.9 If you have contacted us promptly to dispute an invoice in good faith, we will not charge interest while such a dispute is ongoing.
- 5.10 The risk in the Products forming part of the Roofing Services shall pass from us to you on delivery of the Products to the Property.
- 5.11 Notwithstanding delivery and the passing of risk, until the Final Fee has been paid in full, the Products shall remain our property and title to the Products shall not pass to you.

6. Roofing Services

- 6.1 We will provide the Roofing Services in accordance with the specification set out in the accepted Quotation and in the Agreement (as may be amended by agreement between the parties from time to time).
- 6.2 We may provide sketches, plans, diagrams, 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.
- 6.3 We will ensure that the Roofing Services are provided with reasonable care and skill in a good and workmanlike manner and to a reasonable standard which is consistent with best trade practice.
- 6.4 We will ensure that our work is carried out in accordance with all relevant codes of practice that may apply from time to time, voluntary or otherwise.
- 6.5 We will properly dispose of all waste that results from our provision of the Roofing Services.
- 6.6 Where our Quotation specifies the removal of an existing roof covering, the Fee includes the cost of removing and disposing of one roof covering. If, after we have started the Job, we discover additional roof coverings that require removal during the Job, we may at our sole discretion adjust the Final Fee to reflect the additional work.
- 6.7 When the Roofing Services include provision of a complete new roof, we recommend that you erect a temporary metal roof, using scaffold and corrugated iron, for protection against the elements during removal of the existing roof. We shall not be liable for any loss or damage, including for the avoidance of doubt damage to the property, suffered by you which results from your failure to comply with our recommendation.
- 6.8 Health and safety legislation requires that when scaffolding is erected it must be secured to the building using mechanical ties (fixings fitted between scaffold components and the building or structure to enhance lateral stability). Ties typically require 12mm-diameter holes to be drilled in the building or structure. We shall not be responsible for making good tie-holes (if any) once the scaffolding is removed.
- 6.9 Following completion of the Job you shall within 7 calendar days of the Completion Date inspect the Roofing Services provided and notify us of any defects in writing. We shall correct agreed defects at no additional cost to you.

7. Customer's Obligations

- 7.1 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 your responsibility to obtain the same at your cost in advance of the commencement of the Job.
- 7.2 If, based on your stated requirement or otherwise, any design calculations are required to verify the structural integrity of the Property to support the loading imposed by the

Roofing Services, it shall be your responsibility to obtain the same from a qualified structural engineer at your cost in advance of the commencement of the Job.

- 7.3 You shall ensure that we can access the Property at the Agreed Times to render the Roofing Services.
- 7.4 You shall have the option of giving us a set of keys to the Property or being present at the Agreed Times to give us access. We warrant that all keys shall be kept safely and securely.
- 7.5 You shall ensure that we have access to electrical outlets and a supply of hot and cold running water.
- 7.6 If, after we have started the Job, the Property is found to have any structural deficiency, infestation or other serious defect that prevents us from providing the Roofing Services, it shall be your responsibility to rectify the defect(s) at your cost. In this event:
 - (i) we shall stop work on the Job until the defect(s) are rectified; and
 - (ii) if the rectification work is not completed within 7 calendar days you shall be liable to make an interim payment for the Products (if any) already delivered to the Property.
- 7.7 You must give us at least 24 hours' notice if you will be unable to provide us with access to the Property on a particular day or at a particular time for the purpose of providing the Roofing Services. We will not invoice for cancelled Visits provided such notice is given.

8. Rescheduling and Cancellation

- 8.1 You may reschedule or cancel the Job at any time before the Start Date. The following shall apply to rescheduling or cancellation:
 - (i) If you reschedule the Job more than 28 calendar days before the Start Date we shall retain all Fees paid including the Deposit and shall deduct all such monies from the Fees and Deposit payable on the rescheduled Job.
 - (ii) Cancellation of all or part of orders already accepted by the Contractor will be accepted within 14 days of the order being placed, providing a start date has not been issued and received. Any cancellation after this date may result in associated charges and consequently will be forwarded onto the Customer, this is completely at the discretion of the Contractor.
 - (iii) If you reschedule the Job less than 28 calendar days but more than 7 calendar days before the Start Date we shall retain all Fees paid including the Deposit and shall deduct all such monies less the Deposit from the Fees payable on the rescheduled Job. A new Deposit shall be payable on the rescheduled Job.
 - (iv) If you reschedule the Job less than 7 calendar days before the Start Date we shall retain all Fees paid including the Deposit and any outstanding Fees shall become immediately payable in full. At our sole discretion, we may deduct some or all such monies less the Deposit from the Fees payable on the rescheduled Job. A new Deposit shall be payable on the rescheduled Job.
 - (v) If you cancel the Job more than 28 calendar days before the Start Date we shall make a full refund of all Fees paid, including the Deposit.
 - (vi) If you cancel the Job less than 28 calendar days but more than 7 calendar days before the Start Date we shall retain all Fees paid including the Deposit.
 - (vii) If you cancel the Job less than 7 calendar days before the Start Date we shall retain all Fees paid including the Deposit and any outstanding Fees shall become immediately payable in full. No refund shall be issued.

- 8.2 We may cancel the Job at any time before the Start Date. If we do so, we shall make a full refund of all Fees paid, including the Deposit.

9. Liability, Indemnity and Insurance

- 9.1 Nothing in these Terms and Conditions or in the Agreement will:
- (i) limit or exclude the liability of either party for death or personal injury resulting from negligence;
 - (ii) limit or exclude the liability of either party for fraud or fraudulent misrepresentation by that party;
 - (iii) limit any liability of either party in any way that is not permitted under applicable law; or
 - (iv) exclude any liability of either party that may not be excluded under applicable law.
- 9.2 We shall ensure that we have in place at all times suitable and valid insurance which shall include public liability insurance.
- 9.3 Except as set out in Clause 9.1 above our total liability for any loss or damage caused as a result of our negligence or breach of these Terms and Conditions or of the Agreement shall be limited to the amount of the Fee.
- 9.4 We will not be liable to you in respect of any special, indirect or consequential loss or damage including loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 9.5 We are not liable for any loss or damage suffered by you which results from your failure to follow any instructions given by us.
- 9.6 Except as set out in this Clause 9 above, each party shall indemnify the other party against any costs, liability, damages, loss, claims or proceedings arising out of its failure to meet any of its obligations or any other breach of these Terms and Conditions.

10. Guarantee

- 10.1 If the Roofing Services provided by us are not a Repair:
- (i) we guarantee that the Roofing Services shall be free from any and all defects during the Guarantee Period; and
 - (ii) we shall rectify any and all such defects in the Roofing Services that appear during the Guarantee Period at no cost to you.
- 10.2 If the Roofing Services provided by us are a Repair:
- (i) we will use reasonable endeavours to diagnose and rectify the fault necessitating the Repair in a single Visit; and
 - (ii) if we are unable to rectify the fault in a single Visit, we will make a second Visit which shall be at no cost to you except for the cost of any additional Products required to carry out the Repair; and
 - (iii) if, after two Visits, we are unable to diagnose and rectify the fault necessitating the Repair, any further Visits shall be chargeable and we shall provide a revised Quotation for the Job in advance of further Visits.
- 10.3 Where defects appear in the Products, you shall also be entitled to the benefit of the manufacturer's warranty, the duration of which may extend beyond the Guarantee Period.

11. **Data Protection**

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

12. **Force Majeure**

- 12.1 No party to the Agreement will be liable for any failure or delay in performing its 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.

13. **Termination**

- 13.1 Either party may immediately terminate the Agreement by giving written notice to the other party if:
- (i) any sum owing to that party by the other party under any of the provisions of the Agreement is not paid within 28 calendar days of the due date for payment;
 - (ii) 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 28 calendar days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - (iii) 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;
 - (iv) 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);
 - (v) 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);
 - (vi) anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other party;
 - (vii) that other party ceases, or threatens to cease, to carry on business; or
 - (viii) 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.
- 13.2 For the purposes of sub-Clause 13.1.(ii), a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects.
- 13.3 The right 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.

14. Effects of Termination

Upon the termination of the Agreement for any reason:

- (i) any sum owing by either party to the other under any of the provisions of the Agreement shall become immediately due and payable;
- (ii) 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;
- (iii) 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 existed at or before the date of termination; and
- (iv) 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.

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

16. 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.

17. 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.

18. 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.

19. Assignment and Sub-Contracting

- 19.1 The Agreement shall be personal to the parties. Except as provided in Clause 19.2 below 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.
- 19.2 We shall be entitled to perform any of the obligations undertaken by us through any other member of our 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 ours.

20. Time

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.

21. 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.

22. Third Party Rights

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.

23. Notices

23.1 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.

23.2 Notices shall be deemed to have been duly given:

- (i) when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
- (ii) when sent, if transmitted by facsimile, e-mail or other electronic means and a successful transmission report or return receipt is generated; or
- (iii) on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or
- (iv) 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.

24. Entire Agreement

24.1 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 authorised representatives of the parties.

24.2 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.

25. 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.

26. 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 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.

27. Dispute Resolution

27.1 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.

27.2 If negotiations under sub-Clause 27.1 do not resolve the matter within 28 calendar days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution procedure.

27.3 Nothing in this Clause 27 shall prohibit either party or its affiliates from applying to a court for interim injunctive relief.

27.4 The decision and outcome of the final method of dispute resolution under this Clause 27 shall not be final and binding on both Parties.

28. Law and Jurisdiction

28.1 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.

28.2 Subject to the provisions of Clause 27, 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.

Ends