



# Chew Valley Roofing

## TERMS & CONDITIONS OF BUSINESS (COMMERCIAL CLIENTS)

JUNE 2022

CHEW VALLEY ROOFING LTD

*Providing roofing services in the Chew Valley and surrounding area,  
including Bristol, Bath, and North Somerset*

1 The Briars, Waterberry Drive, Waterlooville, Hampshire, PO7 7YH

[www.chewvalleyroofing.co.uk](http://www.chewvalleyroofing.co.uk)

[office@chewvalleyroofing.co.uk](mailto:office@chewvalleyroofing.co.uk)

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## About Chew Valley Roofing

**Chew Valley Roofing** provides roofing services to Chew Valley and surrounding areas, including Bristol, Bath, and North Somerset.

Chew Valley Roofing is a trading style of Chew Valley Roofing Ltd (the “Company”), a company registered in England and Wales (No 10965624).

The Company’s registered office is at:           1 The Briars  
Waterberry Drive  
Waterlooville  
Hampshire  
PO7 7YH

The Company can be contacted by:

- by email to [office@chewvalleyroofing.co.uk](mailto:office@chewvalleyroofing.co.uk)
- by online form at [www.chewvalleyroofing.co.uk](http://www.chewvalleyroofing.co.uk)
- by calling 01275 772 460
- post to the registered office

**In the event of an emergency**, you can contact the Company by calling:

- during office hours, 01275 772 460
- outside of office hours, 07502 354 266

For residential projects, the Company is accredited with:



## Summary

These Terms and Conditions are the standard terms which apply to the provision of roofing services by the Company to clients who require roofing services to be provided and who are operating in the course of a business.

Please read them carefully and ensure that you understand and agree to them. If you have any questions, please contact us.

These Terms and Conditions do not apply where You are a “consumer” as defined by the Consumer Rights Act 2015.

## The Terms and Conditions

### 1. Definitions

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

<b>“Agreed Times”</b>	means the times which You and We agree for the Roofer to have access to the Property to complete the Job as specified in the Agreement;
<b>“Agreement”</b>	means the contract into which You and We will enter if You accept the Estimate. The Agreement will incorporate, and be subject to, these Terms and Conditions.
<b>“Business”</b>	means any business, trade, craft, or profession carried on by You or any other person or organisation;
<b>“Business Day”</b>	means any day except a Saturday or Sunday, Christmas Day, Good Friday or a bank holiday under section 1 of the Bank and Financial Dealings Act 1971;
<b>“Confidential Information”</b>	means, in relation to either You or Us, information which is disclosed to You or Us by the other pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
<b>“Consumer”</b>	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual who receives Roofing Services for their personal use and for purposes wholly or mainly outside the purposes of any Business;
<b>“Deposit”</b>	means the deposit You may be required to pay in accordance with Clause 3;
<b>“Estimate”</b>	means the estimate We give to You in accordance with Clause 2 detailing the services We will provide to You and the fees We will charge;
<b>“Estimated Fee”</b>	means the fee set out in the Estimate which may change according to the actual work undertaken as set out in Clause 4;
<b>“Final Fee”</b>	means the total of all sums You must pay, which will be shown on the invoice issued in accordance with Clause 4;

<b>“Job”</b>	means the complete performance of the Roofing Services;
<b>“Order”</b>	means Your initial request for Us to provide the Roofing Services as set out in Clause 2;
<b>“Products”</b>	means the products required for the provision of the Roofing Services which We will supply (if any) as specified in the Estimate;
<b>“Property”</b>	means the premises, as detailed in the Order and on Estimate, at which the Job is to take place;
<b>“Roofing Services”</b>	means the roofing services We will provide as specified in the Estimate;
<b>“Roofer”</b>	means Us or Our employee, agent or subcontractor who will be responsible for providing the Roofing Services;
<b>“Start Date”</b>	means the date You and We agree on for Us to start providing the Roofing Services;
<b>“VAT”</b>	means Value Added Tax payable pursuant to the Value Added Tax Act 1994 and any regulations made thereunder;
<b>“Visit”</b>	means any occasion, scheduled or otherwise, on which the Roofer visits the Property to provide the Roofing Services;
<b>“We/Us/Our”</b>	means the Company and includes all authorised employees, agents, and sub-contractors; and
<b>“You/Your”</b>	means You, being – <ul style="list-style-type: none"> <li>i) a person, firm, company, government entity, public body, trust or partnership (incorporated or otherwise),</li> <li>ii) who does not fall within the meaning of Consumer, and</li> <li>iii) who has entered into an Agreement with Us for the provision of Roofing Services.</li> </ul>

- 1.2 Each reference in these Terms and Conditions to “writing”, and any similar expression, includes electronic communications whether sent by e-mail, text message, fax, or other means.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 1.5 Each reference to a Schedule is a reference to a schedule to these Terms and Conditions.

- 1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 1.7 Words signifying the singular number will include the plural and vice versa.
- 1.8 References to any gender will include any other gender.
- 1.9 References to persons, unless the context otherwise requires, include corporations.

## **2. Orders**

- 2.1 We accept Orders for Roofing Services via:
  - 2.1.1 telephone;
  - 2.1.2 contact form on our website; or
  - 2.1.3 email.
- 2.2 When placing an Order, You should set out:
  - 2.2.1 Your legal name and billing address;
  - 2.2.2 the location of the Property;
  - 2.2.3 the type(s) of roofing (e.g. flat, felt, tiled etc.); and
  - 2.2.4 the nature of the Roofing Services required.
- 2.3 We may provide You with an order form containing prompts for all required information.
- 2.4 Once the Order is complete and submitted, We will prepare an Estimate and send it to You either by email or first class post. The Estimate will set out the required Deposit (if applicable) and the Estimated Fee (see Clauses 3 and 4).
- 2.5 If We cannot accept Your Order, We will inform You of this in writing or by email.
- 2.6 You may make changes to the Order before accepting the Estimate and We will either:
  - 2.6.1 issue a revised Estimate on the same basis as at sub-clause 2.4; or
  - 2.6.2 if We cannot accept the amended Order, will inform You of this in writing or by email.
- 2.7 You may accept an Estimate by notifying Us in writing, by email or on our online portal displaying the Estimate, within one calendar month after the date We issue the Estimate.
- 2.8 When (but not before) You have accepted the Estimate and You have paid the Deposit, a legally binding contract between You and Us will be created for Us to provide the Roofing Services and for You to pay for them.
- 2.9 If You wish to change Your Order after accepting the Estimate, please contact Us and We will tell You whether or not the change can be accommodated, along with any changes to the fees payable as a result. If we cannot accommodate the changes or the changes to the fees or other matters are not acceptable to You, You may cancel in accordance with Clause 10.



### **3. Deposit**

- 3.1 At the time of accepting the Estimate, depending on the nature of the work and any Products required in advance, You may be required to pay Us a Deposit. The requirement, and amount of, the Deposit will be set out on the Estimate.
- 3.2 We will invoice You for the Deposit on You notifying us of Your acceptance of the Estimate and the desire to enter into an Agreement.
- 3.3 Where a Deposit is required, We will not enter into an Agreement until the Deposit is paid in full, unless expressly agreed by Us (whether in writing, by email or by Our actions).
- 3.4 Clauses 5 and 6 apply in relation to the payment of a Deposit.
- 3.5 If You cancel or reschedule the Roofing Services, We may retain some or all of the Deposit as set out in Clauses 10 and 11.

### **4. Fees**

- 4.1 The Estimated Fee will include the price payable for the Roofing Services and for the estimated Products required.
- 4.2 We will, where reasonably possible, use only the Products (and quantities of Products) set out in the Estimate; however, if additional Products are required, We will adjust the Final Fee to reflect this. We will keep any increases to a necessary minimum, will keep You informed at all times, and will not proceed without Your agreement.
- 4.3 If the price of Products or services increases during the period between Your acceptance of the Estimate and the Start Date, We will inform You of the increase and of any difference in the Final Fee.
- 4.4 We will invoice You for the Final Fee, less any Deposit paid, when the Job has been completed.

### **5. VAT**

- 5.1 The Estimated Fee, the Final Fee and any Deposit (if applicable) is subject to VAT. We will set out the amount of VAT at the prevailing rate together with the Estimate Fee on an Estimate and the Final Fee on an invoice.
- 5.2 We will adjust the amount of VAT that You must pay if the applicable VAT rate changes.
- 5.3 We will treat You as an end user for the purposes of section 55A of the Value Added Tax Act 1994, unless:
  - 5.3.1 You tell Us that You are not such an end user, or
  - 5.3.2 You tell Us that You are registered as a Contractor with the Construction Industry Scheme.
- 5.4 Where You are registered as a Contractor with the Construction Industry Scheme, You will be required to account for any VAT due in accordance under the domestic reverse

charge scheme.

## **6. Construction Industry Scheme**

- 6.1 Where we are undertaking the Roofing Services in the role as a sub-contractor, You may be required to notify HM Revenue and Customs of payments made to Us under the Construction Industry Scheme.
- 6.2 However, as We hold “gross payment status” with HM Revenue and Customs, no deductions should be made from payments to Us under the Construction Industry Scheme.

## **7. Payment**

- 7.1 You must pay any invoice:
  - 7.1.1 in the case of an invoice for a Deposit under Clause 3, immediately; or
  - 7.1.2 in any other case, within five Business Days of receiving it.
- 7.2 We accept the following methods of payment:
  - 7.2.1 cash;
  - 7.2.2 cheque, made payable to “Chew Valley Roofing Ltd”; or
  - 7.2.3 electronic bank transfer to the Company’s bank account as specified on the invoice.
- 7.3 If You do not pay an invoice by the due date, We may charge You:
  - 7.3.1 interest on the overdue sum at the rate prevailing in accordance with section 5 of the Late Payment of Commercial Debts (Interest) Act 1998; and
  - 7.3.2 late payment compensation (calculated based upon the overdue sum) in accordance with section 54 of the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.4 Any interest due under clause 7.3.1 will accrue on a daily basis from the due date until the actual date of payment, whether before or after any court judgment.

## **8. Roofing Services**

- 8.1 We will provide the Roofing Services in accordance with the specification set out in the accepted Estimate (as may be amended by agreement in writing or by email between You and Us from time to time).
- 8.2 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.
- 8.3 We will use reasonable endeavours to ensure that the Products We use match those chosen by You and, where applicable, are consistent throughout the Property (or relevant parts of the Property). There may be slight variations to the same Products as

a result of differences between photographs, catalogues and other materials, and the Products themselves, or as a result of minor technical changes which will not impact Your use of the Product in question. Product packaging may also vary. If different Products are required due to non-availability, We will not supply them without consulting with You first. If You do not wish to accept the alternative Products, You may cancel those Products, however, You must still pay for any other Products or other parts of the Roofing Services which have already been commenced.

- 8.4 We will ensure that the Roofing Services are performed with reasonable care and skill and to a reasonable standard which is consistent with best trade practice.
- 8.5 We will ensure that We comply with all relevant codes of practice that may apply from time to time, voluntary or otherwise.
- 8.6 We will properly dispose of all waste that results from Our provision of the Roofing Services.
- 8.7 Unless other specified on the Estimate, or otherwise agreed in writing or by email, time shall not be of the essence in the rendering of the Roofing Service under these Terms and Conditions or under the Agreement.

## **9. Your Obligations**

- 9.1 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 in advance of the commencement of the Roofing Services.
- 9.2 You shall ensure that We can access the Property at the Agreed Times to render the Roofing Services.
- 9.3 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.
- 9.4 You shall ensure that We have access to electrical outlets and a supply of hot and cold running water.
- 9.5 You must give Us at least 24 hours' notice if We will be unable to provide the Services on a particular day or at a particular time. If less than 24 hours' notice is given, the Final Fee shall include (in addition to the other fees for the Job) a charge of £250 per Roofer attending, or due to be attending, the Property on that particular day or at that particular time.

## **10. Cancellation**

- 10.1 You may cancel the Job at any time before the Agreed Date.
- 10.2 Where You cancel the job before the Agreed Date, the Final Fee due under these Terms and Conditions shall be:
  - 10.2.1 where You cancel the Job more than 28 days before the Agreed Date, the sum of any unrecoverable costs incurred by Us in preparing for the Job;

- 10.2.2 where You cancel the Job less than 28 days but more than 14 days before the Agreed Date, the amount equal to the greater of –
  - 10.2.2.1 the Deposit, or
  - 10.2.2.2 the amount of unrecoverable costs incurred by Us in preparing for the Job;
- 10.2.3 where You cancel the Job less than 14 days before the Agreed Date, the amount equal to the greater of –
  - 10.2.3.1 the Estimated Fee, or
  - 10.2.3.2 the amount of unrecoverable costs incurred by Us in preparing for the Job;
- 10.3 Where We have received payments from You in respect of the Job which exceed the Final Fee calculated clause 10.2, We will refund to You the amount exceeding the Final Fee.
- 10.4 We may cancel the Job at any time before the Agreed date and shall refund to You all sums paid, including any Deposit.

## **11. Rescheduling**

- 11.1 You may reschedule the Job at any time before the Agreed Date.
- 11.2 Where you reschedule the Job before the Agreed Date, the Final Fee shall include (in addition to the fees required for the Job as rescheduled):
  - 11.2.1 where You reschedule the Job more than 28 days before the Agreed Date, the sum of any unrecoverable costs incurred by Us in preparing for the Job;
  - 11.2.2 where You reschedule the Job less than 28 days but more than 14 days before the Agreed Date, the amount equal to the greater of –
    - 11.2.2.1 the Deposit, or
    - 11.2.2.2 the amount of unrecoverable costs incurred by Us in preparing for the Job;
  - 11.2.3 where You reschedule the Job less than 14 days before the Agreed Date, the amount equal to the greater of –
    - 11.2.3.1 the Estimated Fee, or
    - 11.2.3.2 the amount of unrecoverable costs incurred by Us in preparing for the Job;
- 11.3 Where We have received sums from You in respect of this Job which exceed the amount calculated clause 11.2, We shall retain those sums to offset against the Final Fee.
- 11.4 We may reschedule the Job at any time before the Agreed date and shall retain all sums received from You in respect of this Job, including any Deposit, to offset against the Final Fee.

## **12. Liability, Indemnity, and Insurance**

- 12.1 Subject to clause 12.4, Our total liability for any loss or damage (direct, consequential or otherwise) caused as a result of Our negligence or Our breach of these Terms and Conditions or of the Agreement shall be limited to the greater of the Estimated Fee or the Final Fee.
- 12.2 We are not liable for any loss or damage (direct, consequential or otherwise) suffered by You which results from Your failure, or Your customer's failure (as the case may be), to follow any instructions given by Us.
- 12.3 You shall indemnify Us against any costs, liability, damages, loss, claims, or proceedings arising out of Your failure to meet any of Your obligations or any other breach of these Terms and Conditions.
- 12.4 Nothing in these Terms and Conditions shall limit or exclude Our liability for death or personal injury.
- 12.5 We shall ensure that We have in place at all times suitable and valid insurance, which shall include public liability insurance.

## **13. Events Outside of Our Control (Force Majeure)**

- 13.1 We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to:
  - 13.1.1 power failure;
  - 13.1.2 internet service provider failure,
  - 13.1.3 strikes, lock-outs or other industrial action by third parties;
  - 13.1.4 riots or other civil unrest;
  - 13.1.5 fire or explosion;
  - 13.1.6 flood, storms, earthquakes or other natural disasters;
  - 13.1.7 subsidence;
  - 13.1.8 acts of terrorism (threatened or actual),
  - 13.1.9 acts of war (declared, undeclared, threatened, actual or preparations for war);
  - 13.1.10 epidemic or pandemic;
  - 13.1.11 or any other event that is beyond Our reasonable control.
- 13.2 If any event described under this Clause 13 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
  - 13.2.1 We will inform You as soon as is reasonably possible;
  - 13.2.2 Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;
  - 13.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Roofing Services as necessary;

13.2.4 You or We may terminate the Agreement (see Clause 18).

#### **14. Workmanship Warranty**

- 14.1 We warrant that Our workmanship shall be free from any and all defects for a period of 12 months following completion of the Job.
- 14.2 If, during the period of the warranty specified in sub-Clause 14.1, our workmanship has resulted in a defective installation then We will, at Our absolute discretion, either carry out any repairs or replacements necessary to allow proper functioning of the roofing systems supplied as part of the Roofing Service.
- 14.3 This warranty will become null and void and We will cease to have any liability in the event that:
- 14.3.1 any person amends, adapts or interferes with the installed roofing systems supplied as part of the Roofing Services;
  - 14.3.2 if We believe that the defect has been caused deliberately or negligently by You, or as a result of Your failure to follow instructions given by the Us or the Roofer, or as included with any of the supplied Products;
  - 14.3.3 You do not notify Us promptly of any problems identified with the Roofing Services supplied by Us to You; or
  - 14.3.4 the Property has been affected by one or more factors affecting the performance or durability of the roof, including (but not limited to) events such as:
    - 14.3.5 riots or other civil unrest;
    - 14.3.6 fire or explosion;
    - 14.3.7 flood, storms, earthquakes or other natural disasters;
    - 14.3.8 subsidence;
    - 14.3.9 acts of terrorism (actual),
    - 14.3.10 acts of war (declared, undeclared, actual or preparations for war).

#### **15. Product Guarantee**

- 15.1 We do not warrant or guarantee any Products supplied by Us as part of the Roofing Services. However, Products supplied as part of the Roofing Services will normally benefit from a manufacturer warranty.
- 15.2 If Products supplied as part of the Roofing Services are subject to subject to a separate product warranty or guarantee and they cease to work, then We will assist You by:
- 15.2.1 helping You to claim under the Product warranty or guarantee with manufacturer (such as providing You with an explanation of the defect or an Estimate for the replacement or repair); and
  - 15.2.2 replacing or repairing any component that is agreed to be replaced under such product warranty.

15.3 In such an instance We may make a reasonable charge for labour and access (eg. scaffolding) involved in such repairs or replacement.

## **16. Data Protection**

16.1 We will only use Your personal data as set out in Our privacy policy. You can obtain a copy of Our privacy policy by contacting Us or visiting Our website.

## **17. Confidentiality**

17.1 Except as provided by sub-Clause 17.2 or as authorised in writing, You or Us (as the case may be) shall at all times during the continuance of the Agreement and for 6 years after its termination:

17.1.1 keep confidential all Confidential Information;

17.1.2 not disclose any Confidential Information to any other party;

17.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;

17.1.4 not to make any copies of, record in any way, or part with possession of any Confidential Information; and

17.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by You or Us, would be a breach of the provisions of sub-Clauses 17.1.1 to 17.1.4.

17.2 You or Us may:

17.2.1 disclose any Confidential Information to:

17.2.1.1 any sub-contractor or supplier;

17.2.1.2 any governmental or other authority or regulatory body; or

to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Roofing Services), or as required by law. In each case You or Us (as the case may be) shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 17.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 17, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

17.2.2 use Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault You or Us (as the case may be). In making such use or disclosure, You or Us (as the case may be) must not disclose any part of the Confidential Information which is not public knowledge.

## **18. Termination**

18.1 You may terminate the Agreement with immediate effect at any time by giving Us written notice if:

18.1.1 We have breached the Agreement in any material way and have failed to remedy that breach within one calendar month of You asking Us in writing to do so;

18.1.2 We enter into liquidation or have an administrator or receiver appointed over Our assets;

18.1.3 We are unable to provide the Roofing Services due to an event outside of Our control (see Clause 13).

18.2 We may terminate the Agreement with immediate effect by giving You written notice if:

18.2.1 You fail to make a payment on time as required under sub-Clause 7.1 (this does not affect Our right to charge interest on overdue sums under sub-Clause 7.3);

18.2.2 You have breached the Agreement in any material way and have failed to remedy that breach within 48 hours of Us asking You in writing to do so; or

18.2.3 You do not provide the Roofer with access to the Property or otherwise make it impossible for the Roofer to provide the Roofing Services, and We have been unable to contact You to reschedule the Roofing Services under Clause 11;

18.2.4 We have been unable to provide the Roofing Services due to an event outside of Our control (see Clause 13).

18.3 For the purposes of this Clause a breach of the Agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating Party. In deciding whether or not a breach is material, no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

18.4 If at the termination date:

18.4.1 You have made any payment to Us (including, but not limited to, the Deposit, where applicable) for any Roofing Services that We have not yet provided, these sums will be treated in accordance with Clause 10; or

18.4.2 We have provided Roofing Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 7.

## **19. Effects of Termination**

19.1 If the Agreement is terminated for any reason:

19.1.1 any sum owing by either You or Us under any of the provisions of the Agreement shall become immediately due and payable;



- 19.1.2 any Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect;
- 19.1.3 termination will not remove, reduce, affect or prejudice any right to damages or other remedy which either You or We may have in respect of the event giving rise to the termination or any other right to damages or other remedy in respect of any breach of the Agreement which exist at or before the date of termination;
- 19.1.4 subject to the provision of this Clause 19 and except in respect of any accrued rights neither You or Us shall be under any further obligation to the other; and
- 19.1.5 You and Us shall (except to the extent referred to in Clause 17) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

## **20. No Waiver**

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

## **21. 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.

## **22. 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.

## **23. Set-Off**

- 23.1 Neither You or Us 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.
- 23.2 Where You make any payment to Us which does not identify the invoice, Agreement or Job to which it relates, or refers to an invoice, Agreement or Job, which has already been settled in full or otherwise cancelled, We shall allocate that payment against sums due to Us at our absolute discretion.

## **24. Assignment**

- 24.1 We may transfer (assign) Our obligations and rights under the Agreement to a third party. If this occurs, We will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will remain bound by them.
- 24.2 You may not transfer, assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of Your obligations and rights under the Agreement without Our express written permission (such permission not to be unreasonably withheld).

## **25. Sub-Contracting**

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 the Roofer.

## **26. 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 You and Us other than the contractual relationship expressly provided for in the Agreement.

## **27. 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.

## **28. Notices**

- 28.1 If you wish to contact Us or serve notice upon Us, You may do so using the methods shown on page 3 of this document.
- 28.2 Where these Terms and Conditions require You to notify or contact Us in writing You must either:
- 28.2.1 contact Us by email to the Company's main email address (as shown on page 3 of this document); or
  - 28.2.2 contact us by pre-paid post to the Company's registered office (as shown on page 3 of this document).
- 28.3 Where these Terms and Conditions require Us to notify or contact You in writing We will either:
- 28.3.1 contact You by email to any email address provided by You for the purposes of corresponding regarding the Job (including but not limited to any email address

provided with the Order or subsequently used to email Us about your Order or the Job); or

28.3.2 contact You by pre-paid post to the –

28.3.2.1 correspondence address provided by You for the purposes of corresponding regarding the Job; or

28.3.2.2 in the case of a company, the company's registered office.

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

28.5 Notices shall be deemed to have been duly given:

28.5.1 when delivered, if delivered by a courier or other messenger (including registered mail) during normal business hours; or

28.5.2 when sent, if transmitted by facsimile or email and a successful transmission report or return receipt is generated; or

28.5.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid.

## **29. Entire Agreement**

29.1 The Agreement contains the entire agreement between You and Us with respect to its subject matter and may not be modified except by an instrument in writing signed by a duly authorised representative.

29.2 You and Us 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.

## **30. Counterparts**

The Agreement may be entered into in any number of counterparts and by You and Us 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.

## **31. 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 or 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.

### **32. Alterations to these Terms and Conditions**

We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.

### **33. Law and Jurisdiction**

33.1 These Terms and Conditions, the Agreement, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the law of England.

33.2 Any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions, the Agreement, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England.