



TERMS & CONDITIONS.

BACKGROUND:

A. THESE TERMS

- A.1 **What these terms cover.** These are the Terms and Conditions on which we supply services to you, whether these are goods or services.
- A.2 **Why you should read them.** Please read these terms carefully before you submit your Order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

B. INFORMATION ABOUT US AND HOW TO CONTACT US

- **Who we are.** We are Essex roofing Ltd a company registered in England and Wales. Our company registration number is 11067568 and our registered office is at 2 Aldbury Farm, Bishops Stortford, Hertfordshire, CM22 7JX, UK Our registered VAT number is 237476087
- **How to contact us.** You can contact us by telephoning our customer service team at 01277 886480 or 07557 952390 or by writing to us at Info@essexroofing.co.uk
- **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

1. Definitions and Interpretation

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

“Agreed Date”

means the date on which the provision of the Services will commence as agreed by the Parties as evidenced in Schedule 1;

“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 as evidenced in Schedule 1;
“Business Day”	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England and Wales
“Customer”	means the individual that requires the Services subject to these Terms and Conditions and the Agreement;
“Job”	means the complete rendering of the Services;
“Model Cancellation Form”	means the model cancellation form attached as Schedule 2;
“Order”	the Customer's order for the supply of Services;
“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;
“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 which may vary according to the actual work undertaken as set out in Clause 4 of these Terms and Conditions; The changes to the original quotation price due to job changes will require a signature from the customer at every stage.
“Services”	means the roofing services provided by the Roofer as detailed in Clause 5 of these Terms and Conditions;
“Service Agreement”	the Service Agreement set out in Schedule 1
“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 headings used in these Terms and Conditions are for convenience only and have no effect upon the interpretation of these Terms and Conditions.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to people shall include corporations.

2. Orders & Basis of Contract

- 2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Terms and Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Roofer issues written acceptance of the Order using the Service Agreement or in the commencement of the Services (whichever is the earlier) at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any samples estimated performance figures, drawings, descriptive matter or advertising issued by the Roofer and any descriptions of the Services contained in the Roofer' catalogues or brochures or on the Roofer's website are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force. The Roofer may provide photographs 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
- 2.4 These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any quotation given by the Roofer shall not constitute an offer and is only valid for the period stated in the quotation or where no period is stated a period of 30 Business Days from its date of issue.
- 2.6 If the Roofer is unable to accept the Order, it will inform the Customer of this and will not charge the Customer for the Services. This might be because of unexpected limits on resources which the Roofer could not reasonably plan for, because it has identified an error in the price or description of the Services or because it is unable to meet a specified.
- 2.7 If the Roofer is unable to accept the Order, it will inform the Customer of this and

will not charge the Customer for the Services. This might be because of

TERMS & CONDITIONS.

unexpected limits on resources which the Roofer could not reasonably plan for, because it has identified an error in the price or description of the Services or because it is unable to meet a specified.

3. Deposit (if applicable)

At the time of accepting the Order or not more than 7 days thereafter the Customer shall be required to pay a Deposit to the Roofer. The Deposit shall be as agreed in the Service Agreement. The Services shall not commence until the Deposit is paid in full.

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 exclusive of VAT, and is further set out in the Service Agreement.
- 4.2 The Customer acknowledges and accepts that Quotations are provided on the basis of a very limited inspection of the roof at the Property and that no detailed survey is carried out. As a result, the Customer accepts that following the start of the Services further repair requirements and defects (**Additional Services**) may come to light which would not have been visible or known to the Roofer at the time the original Quotation was given and which affect and increase the Quoted Fee by reason of the Additional Services or because additional and /or alternative Products are required. In such circumstances the Roofer will notify the Customer of the Additional Services and any changes to the Products which alter the Quoted Fee. If such changes to the Quoted Fee are unacceptable to you clause 8.3 shall apply in respect of your cancellation rights.
- 4.3 The Roofer shall invoice the Customer when the provision of the Services is complete.
- 4.4 All invoices must be paid within 14 days of receipt by the Customer.
- 4.5 If the Customer does not pay the Roofer for the Services when they are supposed to and payment remains unpaid within 14 days of the Roofer reminding the Customer that payment is due, the Roofer may suspend supply of further Services until the Customer has paid us the outstanding amounts. The Roofer will contact the Customer to tell them that it is suspending supply of the Services. The Roofer will not suspend the Services where you dispute the unpaid invoice. The Roofer will not charge the Customer for the Services during the period for which they are suspended.
- 4.6 If the Customer does not make any payment to the Roofer by the due date the Roofer may charge interest on the overdue amount at the rate of 4% a year above the base lending rate of [BANK] from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer must pay us interest together with any overdue amount.
- 4.7 If the rate of VAT changes between the date of the Order and the date the Services are supplied the Roofer will adjust the rate of VAT that is to be paid, unless the Customer has already paid for the Services in full before the change in the rate of VAT takes effect.
- 4.8 It is always possible that, despite our best efforts, some of the Services the Roofer sells may be incorrectly priced. The Roofer will normally check prices before accepting the Order so that, where the Service's correct price at your

Order date is less than the stated price at your Order date, the Roofer will charge the lower amount. If the Service's correct price at the Order date is higher than the price stated the Roofer will contact the Customer for instructions before it accepts the order.

5. Services

- 5.1 The Services shall be rendered in accordance with the specification set out in the Service Agreement (as may be amended by mutual agreement from time to time).
- 5.2 The Roofer shall ensure that the Services are rendered with reasonable care and skill and to a reasonable standard. The Roofer shall properly dispose of all waste that results from his rendering of the Services.
- 5.3 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.
- 5.4 Time shall not be of the essence in the rendering of the Services under these Terms and Conditions or under the Agreement.

6. Customer 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 free from other trades. If the Customer does not allow the Roofer access to the Property to perform the Services as arranged (and the Customer does not have a good reason for this) the Roofer may charge the Customer additional costs incurred by it as a result. If, despite the Roofer's reasonable efforts, it is unable to contact the Customer or re-arrange access to the Property we may end the contract.
- 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.
- 6.5 The Customer shall ensure that all information provided to the Roofer is true, complete and accurate in all respects.
- 6.6 The Customer shall disclose to the Roofer any known defects or surveys or reports known and available to it which may affect the rendering of the Services.

7. Cancellation of Contract During the Cooling Off Period

- 7.1 The Customer has a statutory right to a "cooling off" period. This period begins once the contract between the Roofer and the Customer is formed and ends at the end of 14 calendar days after that date.
- 7.2 If the Customer wishes to cancel the contract within the cooling off period the Customer should inform the Roofer immediately by a clear statement (e.g. a letter

sent by post or email to the postal address or email address specified above or otherwise notified to the Customer). The Customer may use the Model Cancellation Form, but it is not obligatory.

- 7.3 To meet the cancellation deadline, it is sufficient for the Customer to send his or her communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 7.4 If the Customer exercises the right to cancel, he/she will receive a full refund of any amount paid to the Roofer in respect of the contract.
- 7.5 The Roofer will refund money using the same method used to make the payment, unless the Customer has expressly agreed otherwise. In any case, the Customer will not incur any fees as a result of the refund.
- 7.6 The Roofer will process the refund due to the Customer as a result of a cancellation without undue delay and, in any case, within the period of 14 days after the day on which the Roofer is informed of the cancellation.
- 7.7 If the Agreed Date falls within the cooling off period, the Customer must make an express request for provision of the Services to begin within the 14 calendar day cooling off period. This request forms a normal part of the ordering process and will be set out in the Service Agreement. By making such a request the Customer acknowledges and agrees to the following:
 - 7.7.1 If the Services are fully performed within the 14 calendar day cooling off period, the Customer will lose the right to cancel after the Services are complete.
 - 7.7.2 If the Customer cancels the Services after provision has begun but before it is complete the Customer will still be required to pay for the Services supplied up until the point at which the Customer informs the Roofer of his/her wish to cancel. The amount due shall be calculated in proportion to the full price of the Services and the actual Services already provided. Any sums that have already been paid for the Services shall be refunded subject to deductions calculated in accordance with the foregoing. Refunds, where applicable, will be issued within 14 days and in any event no later than 14 calendar days after the Customer informs the Roofer of his/her wish to cancel. If on such cancellation the Services supplied to that date are such that the roof at the Property is not in a restored state then the following provisions shall also apply:
 - a) If possible, the Roofer shall at the Customer's option and cost reinstate the existing roof to the Property; or
 - b) If reinstatement is not possible at the Customer's option and cost the Roofer shall provide temporary covering, roofing and / or boarding for the Property; and
 - c) The Roofer shall refund the Customer in full for any Services which have not been provided less any costs deductible under clauses 7.7.2 (a) and (b).
- 7.8 Clause 8 applies to cancellation of the Services after the 14 calendar day cooling off period has elapsed.

8. Cancellation after the Cooling Off Period & Cancellation where Additional Services Apply

- 8.1 The Customer may cancel or reschedule the Job at any time before the Agreed Date. Subject to the provisions of clause 8, the following shall apply to

cancellation or rescheduling:

- 8.1.1 If the Customer cancels the Job more than 28 days before the Agreed Date the Roofer shall issue a full refund of all sums paid, including the Deposit.
 - 8.1.2 If the Customer reschedules the Job more than 28 days before the Agreed Date the Roofer shall retain all sums paid, including the Deposit and shall deduct all such sums from any related balance payable on the rescheduled Job.
 - 8.1.3 If the Customer cancels the Job less than 28 days but more than 14 days before the Agreed Date the Roofer shall refund any sums paid less the Deposit.
 - 8.1.4 If the Customer reschedules the Job less than 28 days but more than 14 days before the Agreed Date the Roofer shall retain any sums paid including the Deposit and shall deduct all such sums (excluding the Deposit) from any balance payable on the rescheduled Job. A new Deposit shall be payable on the rescheduled Job.
- 8.2 If the Customer cancels or reschedules the Job less than 14 days before the Agreed Date the Roofer shall be entitled to reasonable compensation for the net costs it will incur as a result of the Customer ending or rescheduling the contract. The Roofer may cancel the Job at any time before the Agreed Date and shall refund all sums paid, including the Deposit save where the Job is cancelled due to the Customer:
- (a) not making any payment when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
 - (b) not, within a reasonable time being asked for it, provide the Roofer with information that is necessary for us to provide the Services;
 - (c) does not comply with its obligations under clause 6
- in which case the Roofer may deduct or charge the Customer reasonable compensation for the net costs it will incur as a result of the Customer breaking the contract
- 8.3 If the Roofer has advised the Customer that Additional Services are required and the change to the Quoted Fee is unacceptable to the Customer, then the Customer has the right to cancel the contract. In these circumstances the following provisions shall apply:
- (a) If possible, the Roofer shall at the Customer's option and cost reinstate the existing roof to the Property; or
 - (b) If reinstatement is not possible at the Customer's option and cost the Roofer shall provide temporary covering, roofing and / or boarding for the Property; and
 - (c) The Roofer shall refund the Customer in full for any Services which have not been provided less any costs deductible under clauses 8.3 (a) and (b);
 - (d) Without prejudice to the Customer's rights under clause 9 if the Customer does not wish to exercise its options at clause 8.3 (a) or clause 8.3 (b) the Customer shall be responsible (and not the Roofer) for any environmental

or safety issues associated with their failure to do so and in respect of any ensuing damage that may arise to the Property as a result

9. Liability, Indemnity and Insurance

- 9.1 The Roofer shall ensure that they have in place at all times suitable and valid insurance which shall include public liability insurance.
- 9.2 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 limited to £5 million.
- 9.3 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.
- 9.4 If the Roofer fails to comply with these Terms and Conditions, it is responsible for loss or damage suffered by the Customer that is a foreseeable result of it breaking this contract or its failing to use reasonable care and skill, but it is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both parties knew it might happen, for example, if it was discussed with the Roofer during the sales process.
- 9.5 The Roofer does not exclude or limit in any way its liability to the Customer where it would be unlawful to do so. This includes liability for death or personal injury caused by the Roofer's negligence or the negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services. The Roofer will make good any damage to your Property caused whilst carrying out the Services. However, the Roofer is not responsible for the cost of repairing any pre-existing faults or damage to your property that is discovered while providing the Services.
- 9.6 The Roofer is not liable for business losses. The Roofer only supplies the Services for domestic and private use. The Roofer will have no liability to for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10. Guarantee

The Roofer offers their own job dependent guarantee on new roof replacement or on roof repairs.

11. 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.

12. Force Majeure

- 12.1 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.

- 12.2 In the event that a Party to the Agreement cannot perform their obligations thereunder as a result of force majeure for a continuous period, the other Party may at its discretion terminate the Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services completed up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Agreement.

13. Termination & Effects of Termination

- 13.1 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:
- 13.1.1 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;
 - 13.1.2 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 14 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - 13.1.3 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;
 - 13.1.4 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);
 - 13.1.5 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);
 - 13.1.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
 - 13.1.7 that other Party ceases, or threatens to cease, to carry on business; or
 - 13.1.8 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.
- 13.2 For the purposes of sub-Clause 13.1.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 13.3 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.

13.4 Upon the termination of the Agreement for any reason:

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

13.3.2 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;

13.3.3 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

13.3.4 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 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 18.2 The Agreement shall be personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-license 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

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 effected or varied by mutual agreement between the Parties. This can be due to for example weather conditions, material shortages, previous works over running etc.

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

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

22.2 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 authorized representatives of the Parties.

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 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.
- 26.2 If negotiations under sub-Clause 26.1 do not resolve the matter within 14 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 ("ADR") procedure.
- 26.3 If the ADR procedure under sub-Clause 26.2 does not resolve the matter within 14 days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.
- 26.4 The seat of the arbitration under sub-Clause 27.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.
- 26.5 Nothing in this Clause 27 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 26.6 The decision and outcome of the final method of dispute resolution under this Clause 27 shall be final and binding on both Parties.

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.

28. If there is a problem with the Service

- 28.1 If the Customer has any questions or complaints about the Services product, please contact us at the number or email address stated above.
- 28.2 The Roofer is under a legal duty to supply Services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Services. Nothing in these terms will affect your legal rights.
- 28.3 summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

SUMMARY OF YOUR KEY LEGAL RIGHTS

THIS IS A SUMMARY OF YOUR KEY LEGAL RIGHTS. THESE ARE SUBJECT TO CERTAIN EXCEPTIONS. FOR DETAILED INFORMATION PLEASE VISIT THE CITIZENS ADVICE WEBSITE WWW.ADVICEGUIDE.ORG.UK OR CALL 03454 04 05 06.

THE CONSUMER RIGHTS ACT 2015 SAYS:

YOU CAN ASK US TO REPEAT OR FIX A SERVICE IF IT'S NOT CARRIED OUT WITH REASONABLE CARE AND SKILL, OR GET SOME MONEY BACK IF WE CAN'T FIX IT.

IF YOU HAVEN'T AGREED A PRICE UPFRONT, WHAT YOU'RE ASKED TO PAY MUST BE REASONABLE.

IF YOU HAVEN'T AGREED A TIME UPFRONT, IT MUST BE CARRIED OUT WITHIN A REASONABLE TIME.

THE CONSUMER RIGHTS ACT 2015 SAYS PRODUCTS MUST BE AS DESCRIBED, FIT FOR PURPOSE AND OF SATISFACTORY QUALITY. DURING THE EXPECTED LIFESPAN OF YOUR PRODUCT YOUR LEGAL RIGHTS ENTITLE YOU TO THE FOLLOWING:

UP TO 30 DAYS: IF YOUR PRODUCTS ARE FAULTY, THEN YOU CAN GET AN IMMEDIATE REFUND.

UP TO SIX MONTHS: IF YOUR PRODUCTS CAN'T BE REPAIRED OR REPLACED, THEN YOU'RE ENTITLED TO A FULL REFUND, IN MOST CASES.

UP TO SIX YEARS: IF YOUR PRODUCTS DO NOT LAST A REASONABLE LENGTH OF TIME YOU MAY BE ENTITLED TO SOME MONEY BACK.

SCHEDULE 1

SERVICE AGREEMENT

THIS AGREEMENT is made the day of

BETWEEN:

- (1) Essex roofing Ltd. Our company registration number is 11067568 and our registered office is at 2 Aldbury Farm, Bishops Stortford, Hertfordshire, CM22 7JX, UK Our registered VAT number is 237476087 ("the Roofer") and
- (2) of ("the Customer")

WHEREAS:

- (1) The Roofer provides roofing services and hereby agrees to provide those services, as specified herein ("the Services") in accordance with, and subject to, the Terms and Conditions and this Agreement.
- (2) The Customer wishes to procure the Roofer's services in accordance with, and subject to, the Terms and Conditions and this Agreement.

IT IS AGREED as follows:

1. The Agreement

- 1.1 Any and all references to "this Agreement", "the Agreement", "the Terms and Conditions" or "these Terms and Conditions" shall be deemed to refer to this Agreement or the attached Terms and Conditions, all of which shall constitute a contract for the provision of the Services between the Roofer and the Customer.
- 1.2 By executing this Agreement on , the Parties hereby agree to be bound by, and subject to, the Terms and Conditions and the provisions of this Agreement.

2. The Services

The Services shall commence on the Agreed Date of and shall be provided during the Agreed Times of at the Property located at.

Specification / Description of Services	Relevant Dates / Times

3. Fees and Payment

As outlined in your Xero quote

4. Waiver of Cooling Off Period

- 4.1 The Customer requests the Roofer to commence provision of the Services immediately and not to wait for the 14 day cooling off period referred to in Clause 7 of the Terms and Conditions to expire. SIGNED BY BOTH PARTIES
- 4.2 The Customer acknowledges that if he/she exercises the right to cancel he/she will be liable to pay the Roofer for the Services supplied up until the point at which the Customer informs the Roofer of his/her wish to cancel, as set out in Clause 7 of the Terms and Conditions.
- 4.3 The Customer acknowledges that he/she will lose the right to cancel if the Services are fully performed within the 14 day cooling off period.

IN WITNESS WHEREOF this Agreement has been duly executed the day and year first before written

SIGNED by



**Lewis Woodhouse
Essex Roofing Limited**