

### **Terms and Conditions**

1. This agreement shall constitute the whole contract between Proactive Roofing Solutions Ltd of The Willows, Upper Kitesnest Lane, Whiteshill, Stroud, GL6 6BQ Office number 01784 730640 (referred to as the Company in the remainder of this document) and the Customer or entity.
2. No additions, alterations, warranties or representations shall be incorporated within the contract unless included on the face of the contract and signed by the Customer and the Company's representative.
3. In the formulation of the contract it is necessary to use some abbreviations and technical terminology. It is the Customer's responsibility to seek clarification if they are uncertain as to their meaning.
4. The terms of the contract do not affect the statutory rights of the Customer or Company.
5. Any alteration required to the order after the Technical Survey shall constitute a separate contract.

### **Conditional Terms**

6. The contract is subject to receipt by the Company of a satisfactory technical report from the Company's Technical Surveyor and, if appointed, Local Authority Planning and Building Regulation approval. The Company's decision as to whether or not to proceed with the contract shall be final and binding upon the Customer once this report has been assessed.
7. The Customer is advised not to take any action under this contract until 14 days from the date of signing the contract. The Customer agrees to allow the Company access to the premises during normal working hours for technical survey purposes.
8. It is the responsibility of the Customer to obtain any planning, structural and building control approvals (should they be required) as well as any written permission/approval from any owners of adjoining or shared roofs. Copies of such must be forwarded to the Company, prior to commencement of any works if requested.
9. If the Customer has indicated overleaf his intention of applying to a third party lender for a personal loan, the agreement shall be conditional upon the grant of that loan and, in the event of the loan not being granted in the sum for which the Customer has applied, the Company shall repay to the Customer any deposit in full, subject to a fee payable by the Customer to cover the Company's reasonable expenses.
10. Until the Customer has communicated to the Company the result of the personal loan application, the Company shall not be required to take any steps to fulfil its obligations under this contract. If, as a consequence of representations made by the Customer, Proactive Roofing Solutions Ltd carries out the work specified under the contract, the Customer shall be liable to pay the full contract price to the company.

### **The Goods and the Installation**

11. Samples used for demonstration purposes are purely illustrative. The Company catalogues, sales and promotional literature are used as a guide only and the customer shall accept them as such.
12. The Roofing Works will be installed in accordance with the Company's specification considered most suitable by the company.
13. The Company strives to improve its products, installation methods and specifications and therefore reserves the right to vary design and/or specification without prior notice to the Customer, provided the installation is of an equivalent or better specification than that originally requested.

14. The delivery period quoted is that anticipated at the time of the order.
15. The delivery period commences from the date of obtaining any planning consent and/or building regulation approval, where required, and once the contract has been signed and the deposit paid. The Company will make every effort to maintain or improve upon the delivery period.
16. If the work is not completed within the anticipated delivery period the Customer may by notice in writing, require the Company to complete the work within a specified reasonable period. Normally the Company would accept 6 weeks as being reasonable.
17. If the work is not completed within the extended period, the Customer may by service of written notice, cancel the uncompleted work covered by the contract and terminate the rest of the contract itself, after paying for any work that has already been completed.
18. However the Company shall not be liable for any delay in the completion of the work that arises from circumstances beyond its reasonable control. Time taken up by such delays will not count for the purposes of this clause.
19. For installation purposes, the Customer hereby agrees to allow access to the premises during normal working hours and free use of electricity and water to enable the work specified to be carried out and completed. In situations where free power is not available or practical, a generator will be used.
20. All reasonable precautions will be taken to prevent water ingress, but the company cannot be held responsible for any damage incurred due to circumstances beyond its control for the duration of the works.
21. In the event of any faults occurring the customer must mitigate any costs incurred, for example by refraining from carrying out any decorations or other works to the installation areas until the faults have been corrected.
22. It is the responsibility of the Customer to ensure the following:
  - a. That no service supply or cables, whether telephone, electricity, television, gas, water or otherwise are present at the time of installation. The company accepts no responsibility for damage to such supplies whether visible or not, known or unknown, at the time of installation. The Customer should note that service suppliers normally only accept instructions from the owner of the premises.
  - b. That a clear working area is provided to enable the specified work to be carried out, including the removal of any telephone/television cable, burglar alarm contacts, flowers, plants, shrubs and trees.
  - c. If the flat roof is adjoining your neighbours roof that written permissions have been granted and given and where required, the party wall act agreement is in place.
23. The installation might not be completed in one day and will not necessarily be undertaken in one continuous visit.
24. The Company will not be responsible for remedying any defect that existed before the installation, or for any damage arising from such a defect, unless the Parties agree and the cost of such work will be additional to the price.
25. Where the Company agrees to undertake remedial work, it will reasonably endeavour to match new to existing brickwork/tiles/rendering etc, but cannot guarantee this. Where practically possible, the Company will always endeavour to minimise any cosmetic or superficial damage incurred during installation.

26. The Customer shall be responsible for ensuring that planning permission, building regulation approval and any other consents of the Local Authority are obtained prior to installation and that all other relevant provisions of any statute governing building and ancillary work have been fully observed.
27. Unless the Company is made aware, the Company accepts no liability whatsoever for any breaches of such statutes or any other regulations or requirements of the Local Authority, and shall not be required to provide any indemnity against or make any contribution towards, any action which may be brought by the Local Authority against the customer.
28. The Customer agrees to inform the Company in writing of any claim for compensation for alleged damage done by the company (howsoever arising) within a reasonable period of time (normally 7 days) of observation of its occurrence, in default of which the company will accept no liability for such damage.
29. Roof materials will be removed from site at no extra cost unless the Customer wishes them to remain, which should be indicated in writing on the order. Once removed from site they become the property of the Company.
30. The Company will not be obliged to return to collect waste roof materials once the Customer has instructed the Company that they should remain.
31. Asbestos and all other materials classified as hazardous by the Health and Safety Executive will not be removed and disposed of by the Company, unless agreed and written into the agreement by an authorised representative of the Company.
32. Such items remain the responsibility of the Customer and must be removed and disposed of in an appropriate manner.
33. All the goods remain the property of the Company until payment is received in full.

#### **The Price and Payment**

34. The Company's quotation is based upon the works as foreseen at the time of quotation and does not include additional work subsequently carried out in order to overcome problems that were not apparent at that time, such as rotten, wet or perished roof decking, rotten roof timbers, inadequate roof fall, irregular levels, brickwork, damp courses, structural works, guttering, downpipes and soakaways etc.
35. The Customer will be notified as soon as practicable of any such unforeseen work and the Company will pass any agreed costs, due to such factors, on to the Customer.
36. All total measurements taken are rounded up to the nearest full square metre or linear metre for pricing purposes.
37. If as a result of Government legislation or any causes beyond the control of Company the cost of fulfilling the agreement by the company is increased, such additional costs may be passed to the Customer in its entirety.
38. The Company will indicate the prevailing rate of VAT on the order but the rate of VAT applicable to the contract will be that prevailing at the date of invoice.
39. The net balance referred to should be paid on completion of the installation. An invoice will be issued, and settlement shall be made on completion, by electronic bank transfer, cheque made payable to the Company or by delivery of a signed and approved Finance Agreement.
40. When payment is not made in accordance with this condition, such outstanding balance shall bear interest from the date when settlement was due, until such outstanding monies are paid, at the rate of 5% per annum above the base rate in force at the time of the Company's Bank.

#### **Installation & Product Guarantees**

41. The Labour aspect of the installation is normally guaranteed by the Company for a period of 10 years with the following exceptions:
- a. Miscellaneous sundry items, which the Company shall supply to the Customer from time to time and which are ancillary to the main installation, shall be guaranteed for a period of 1 year.
  - b. Gutters and downpipes shall be guaranteed against leakage and discoloration for a period of 1 year, unless otherwise stated by the manufacturer.
  - c. Where the Installation is underwritten by a manufacturer and or a separate insurance policy, in which case the term of the guarantee will be dictated by their terms.
42. The Product guarantees will in most cases be issued by the manufacturer and can be seen on request prior to any agreement being signed.
43. The Company shall not be obliged to act under the guarantee until the Company has received the balance of the purchase price. The Company will repair or replace any parts thereof, which, under normal and proper use, develop a fault due to defective materials or installation.
44. The Company's warranty extends only to the unexpired part of the guarantee period. The Company shall not be liable to make good any damage arising from structural or other defects caused by subsidence, heave, landslip, severe storms or floods, or the discoloration of mastic lines.
45. This condition states the full liability of the Company in respect of disputes and the Company shall not be liable for compensation of any nature whatsoever (including but without limitation any loss of earnings claim). This guarantee is given in addition to the contract and does not affect the Customer's statutory rights.
46. The Company accepts no responsibility for the failure of timbers/original structures remaining at the Customer's request.
47. The Company cannot guarantee that some 'ponding' of water may or may not occur. This should not be considered as a defect and will not be detrimental to the performance of the roof membrane (depending on the system used).
48. The Company shall not be obliged to act under the guarantee if:
- a. Alterations of works have been carried out to the product in part or section, by persons other than the Company's employees or by the Company's authorised representatives.
  - b. Damage occurred due to accidents, misuse or neglect by the Customer.
49. Day Rates: In the event that the installation is held up through no fault of the Company and as a direct result of the Customer the Company reserves the right to charge a day rate of £800 + VAT for a Team of two or £950 + VAT for a Team of three or part thereafter.

#### **Cancellation (Domestic Customers Only)**

50. The Customer shall be entitled to cancel the contract by means in writing within 14 days of signing the contract, in which case:
- a. If the Customer gives written notice within 14 days of the signing of the contract then the Company shall refund the deposit to the Customer in full but without interest.
  - b. The cancellation notice must be sent by recorded delivery to the following address: The Willows, Upper Kitesnest Lane, Whiteshill, Stroud, GL6 6BQ
  - c. If the Customer does not give written notice within 14 days of the signing of the contract then cancellation shall be at the discretion of the Company. Should the Company accept cancellation

then any deposit shall be forfeited, and the Customer will pay the Company a fee covering any expenses incurred in excess of the deposit.

- d. The Company will have the right to cancel the contract in the event that any dispute arises before the works commence.
- e. The 14 day cooling off period is only applicable for private individuals and not relevant or applicable to commercial entities.

### **Miscellaneous**

- 51. Any notice to be given to the Company under these terms and conditions shall be deemed to be validly served if sent by Recorded Delivery to the Company's address stated overleaf.
- 52. Any notice given by the Company to the Customer shall be deemed to be validly served if sent by Recorded Delivery to the address of the Customer set out overleaf, or such other address that the Customer shall supply to the Company in writing at any subsequent date.
- 53. Where the Customer consists of more than one person, the obligations to the customer hereunder shall be joint and several.
- 54. The Company will respond within a reasonable time frame to any call out under the guarantee in place. If the problem is found to not be related to the roof, a charge will be made to cover any required labour and travelling time.
- 55. The Company does not accept or agree to any retention being charged on any contract.
- 56.