
BRENDON ROOFING LTD

TRADING TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions shall apply to the provision of services by Brendon Roofing Ltd to customers that require their products or services.

1. Definitions and Interpretation

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

“Agreement”	means the contract into which the Parties will enter on the Customer’s acceptance of the Quotation and of these Terms and Conditions;
“Agreed Date”	means the date on which the provision of the Services will commence as agreed by the Parties;
“Customer”	means the individual or business that requires the Services subject to these Terms and Conditions;
“Final Fee”	means the total of all sums payable which shall be shown on the invoice issued in accordance with Clause 3 of these Terms and Conditions.
“Job”	means the complete rendering of the Services to the customers specification;
“Order”	means the Customer’s initial request to acquire the Services from Brendon Roofing Ltd as set out in Clause 2 of these Terms and Conditions;
“Products”	means the products required to render the Services which Brendon Roofing Ltd shall procure and supply (unless otherwise agreed);
“Property”	means the Customer’s property or premises, as detailed in the Order, 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 following the Order which may vary according to the actual work undertaken as set out in Clause 3 of these Terms and Conditions;
“Services”	means the services provided by Brendon Roofing Ltd as detailed in Clause 4 of these Terms and Conditions; and

- 1 Unless the context otherwise requires, each reference in these Terms and Conditions to:
 - 1.1.1 "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
 - 1.1.2 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;
 - 1.1.3 "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;
 - 1.1.4 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
 - 1.1.5 a "Party" or the "Parties" refer to the parties to these Terms and Conditions.
- 1.2 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.3 Words imparting the singular number shall include the plural and vice versa.

2. Orders

- 2.1 Brendon Roofing Ltd accepts orders for his Services through the following methods – Telephone, Verbally, Internet, Fax.
- 2.2 When placing an Order the Customer shall set out, or convey in detail, the Services required. Details required include the location and size of the Property, number and type of rooms in which work is required, the type(s) of roofing (e.g. flat, felt, tiled etc.).
- 2.3 Once the Order is complete and submitted Brendon Roofing Ltd shall prepare and submit a Quotation to the Customer either by email, first class post or verbally by telephone which shall set out the price and details of the job, detailed in Clauses 3 and 4 respectively.
- 2.4 The Customer shall be free to make changes to the Order and Quotation prior to acceptance. The Customer may accept the Quotation by telephone, email or first class post.

3. Fees and Payment Terms

- 3.1 The Quoted Fee shall include the price payable for the Services and for the estimated Products required to render the Services.
- 3.2 Brendon Roofing Ltd shall use his best and reasonable endeavours to use only the Products (and quantities thereof) set out in the quotation; however if additional Products are required the Final Fee shall be adjusted to reflect this, all extras will be communicated to the customer before any extra work commences. Any such increases shall be kept to a minimum.
- 3.3 In the event that the price of Products or Services increase during the period between the Customer's acceptance of the Quotation and the commencement of the Services, Brendon Roofing Ltd shall inform the Customer of such increases and of any difference in the Final Fee.
- 3.4 Brendon Roofing Ltd will invoice the Customer when the provision of the Services is complete.
- 3.5 All invoices must be paid within 30 Days of receipt of the final invoice by the Customer.
- 3.6 Any sums which remain unpaid following the expiry of the time period set out in sub-Clause 4.5 shall incur interest on a daily basis at 2 % above the Bank base rate obtaining at the time.

4. Services

- 4.1 The Services shall be rendered in accordance with the specification set out in the accepted Quotation (as may be amended by mutual agreement from time to time).
- 4.2 Brendon Roofing Ltd may provide sketches, impressions, plans or similar documents in advance of the Job. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Job or to guarantee specific results.
- 4.3 Brendon Roofing Ltd shall ensure that the Services are rendered with reasonable care and skill and to a reasonable standard which is commensurate with best trade practice.
- 4.4 Brendon Roofing Ltd shall ensure that no other parts of the Property suffer damage as a result of his rendering of the Services. Any damage which may occur shall be made good at no additional expense to the Customer prior to completion of the Job.
- 4.5 Brendon Roofing Ltd shall ensure that he complies with any and all relevant codes of practice, including Health & Safety Legislation.
- 4.6 Brendon Roofing Ltd shall properly and legally dispose of all waste that results from his rendering of the Services.
- 4.7 Brendon Roofing Ltd 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. Brendon Roofing Ltd shall also advise the Customer of any and all security risks that such temporary materials present.
- 4.8 Following completion of the Job the Customer shall have a period of 1 Month within which to inspect the completed work and to notify Brendon Roofing Ltd of any defects. Brendon Roofing Ltd shall correct such defects at no additional cost to the Customer, upon both parties agreeing on the defects .

5. Sub-Contracting

Brendon Roofing Ltd shall be free to sub-contract any of his obligations under these Terms and Conditions provided that any and all sub-contractors are reasonably skilled in the relevant practices and provided that no additional charges are passed on to the Customer.

6. Customer's Obligations

- 6.1 If any consents, licenses or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, it shall be the Customer's responsibility to obtain the same in advance of the commencement of the Services.
- 6.2 The Customer shall ensure that Brendon Roofing Ltd can access the Property at the Agreed Times to render the Services.
- 6.3 The Customer shall have the option of giving Brendon Roofing Ltd a set of keys to the Property or being present at the Agreed Times to give the required access. Brendon Roofing Ltd warrants that all keys shall be kept safely and securely at all times and returned on completion of the contract.
- 6.4 The Customer shall ensure that Brendon Roofing Ltd has access to electrical outlets and a supply of hot and cold running water when and where required.
- 6.5 The Customer must give Brendon Roofing Ltd as much notice as possible if for some unforeseen reason Brendon Roofing Ltd will not be able to provide the Services on a particular day or at a particular time. Brendon Roofing Ltd will not invoice for cancelled Visits provided such notice is given. If less than 24 hours notice is given then Brendon Roofing Ltd will have the right to invoice the Customer for any out of pocket expenses incurred.

7. Cancellation

- 7.1 The Customer may cancel or reschedule the Job at any time before the Agreed Date. The following shall apply to cancellation or rescheduling:

7.1.1 Customer quotations are FREE of charge , no deposits are payable to Brendon Roofing Ltd before any scheduled Job takes place. Cancellation of agreed work can be done in line with clause 6.5 above.

7.2 Brendon Roofing Ltd may themselves cancel the Job at any time before the Agreed Date and shall refund all or any sums paid up to that point for work scheduled to be done (but not work work already undertaken up to that point, any work already done up to that point must be paid for at the agreed sum), including any Deposit.

8. Liability, Indemnity and Insurance

8.1 Brendon Roofing Ltd shall ensure that they have place at all times suitable and valid insurance which shall include public liability insurance.

8.2 Brendon Roofing Ltd 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 Brendon Roofing Ltd.

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

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

9. Guarantee

9.1 Brendon Roofing Ltd guarantees that the product and Services provided shall be free from any and all defects ie: breakdown of the product or as a result of work done by Brendon Roofing Ltd for a period of between 10 & 25 Years from the date of completion of the work (subject to manufacturers Terms & conditions).

9.2 If any defects in the product of the Services appears during the guarantee period set out in sub-Clause 9.1 Brendon Roofing Ltd shall rectify any and all such defects at no cost to the Customer.

10. Data Protection

Brendon Roofing Ltd 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 Brendon Roofing Ltd rights and obligations arising under the provisions and principles of the Data Protection Act 1998.

11. Termination

11.1 Either Party has the right to terminate the Agreement immediately if the other:

11.1.1 has committed a material breach of these Terms and Conditions.

11.1.2 goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.

11.2 In the event of termination for default committed by the Customer, all payments required under these Terms and Conditions shall become due and immediately payable.

12. No Waiver

No failure by either Party to enforce the performance of any provision in these Terms and Conditions shall constitute a waiver of the right to subsequently enforce that provision or any other provision of these Terms and Conditions. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

13. Severance

If any provision of these Terms and Conditions is held by any competent authority to be invalid

or unenforceable in whole or in part the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

14. Force Majeure

Neither Party to these Terms and Conditions shall 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.

15. Dispute or Complaints Procedures

15.1 Where any dispute or difference relating to these Terms and Conditions or the Services performed arises between the Parties the following procedures should be followed:

15.2 Verbal Complaints: Complaints of a simple or minor nature can be made verbally by contacting Russell Baker (Managing Director) on 07855 488471 , such complaints will be dealt with immediately or actions arranged at the time of the complaint.

15.3 If a complaint is either not simple or not minor, the complaint must be put in writing and sent to: Managing director Mr Russell Baker, Unit 11, Blackdown Business Park, Wellington, Somerset, TA21 8ST. This can be sent by Email to info@brendonroofingltd.co.uk

15.4 In the interests of obtaining the best outcome for both parties and in the shortest timeframe, your complaint must include: - Your Name, Your Address, Your preferred method of communication (Day-Time-Landline-Mobile) the address of the property and details of your complaint

15.5 Your complaint can be posted, faxed or emailed to Brendon Roofing Ltd and marked for the attention of Mr Russell Baker who is M.D. of the company. Brendon Roofing Ltd will undertake to acknowledge your complaint within 7 days of receipt. Once the complaint has been investigated and any information required has been obtained we will advise you of the outcome of your complaint and the suggested actions we intend to take to rectify the complaint, this will include the timescales for this rectification.

15.6 If we reject your complaint we will provide you with our valid reasons in writing, If you are not satisfied with our reasons you may consider further actions , we will advise you of some of the alternatives which are open to you if this situation arises. If you fail to take any further actions then your rights to take Legal actions can be extinguished as a consequence of the statute of limitations.

15.7 If for any reason you are not satisfied with your dealings with Brendon Roofing Ltd, you may make a formal complaint to the Office of Fair Trading which may result in an investigation or proceedings against us.

16. Law and Jurisdiction

16.1 These Terms and Conditions shall be governed by the laws of England and Wales.

16.2 Any dispute between the Parties relating to these Terms and Conditions shall fall within the jurisdiction of the courts of England and Wales.

Cancellation of Contracts concluded in the Customer's Home or Place of Work

Notice of Right to Cancel – this section to be completed by the Company

Company Details

Customer Details

Date: _____ Contract Number/Ref: _____

You have the right to cancel this contract within 7 days of receiving this notice. You can do this by completing the cancellation form below and either delivering the form personally or sending by post or e-mail to the Company. You should keep a copy of the notice and, if sending by post, obtain proof of posting. The notice is deemed to be served as soon as it is posted or sent to the Company, or in the case of e-mail from the day it is sent to the Company.

You may be required to pay for goods or services if performance of the contract has begun with your written agreement, below, before the end of the cancellation period.

I/We agree that <Company Name> may commence work on <Date> before my cancellation period has expired. I/We understand that I/we may be required to pay for any work that has been carried out prior to my/our cancellation.

Signed: _____ Date: _____

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Cancellation Form

If you wish to cancel the contract you must do so in writing and deliver personally or send (which may be done by electronic mail) this to the person named below. You may use this form if you wish to, but you do not have to.

Complete, detach and return this form only if you wish to cancel the contract.

To: Name: Company Details *(to be completed by Company)*

I/We hereby give notice that I/we wish to cancel our contract number/ref: *(to be completed by Company)*

Signed: _____ Date: _____

Name and address: _____