

ROOFING TERMS AND CONDITIONS(B2B)

BACKGROUND:

These Terms and Conditions shall apply to the provision of services by <<Insert name of Roofer>> or <<Address>> ("the Roofer") who require their services.

1. Definitions and Interpretation

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

"Agreement"	comprising an agreement in the form attached hereto as Schedule 1] is subject to, these Terms and Conditions which the Parties will enter into upon its acceptance of the Quotation;
"Agreed Date"	the provision of the Services will be completed by the Parties [as set out in Schedule 1];
"Agreed Times"	the Parties shall agree upon the times when the Parties shall have access to the Property [as set out in Schedule 1];
"Business Day"	any day other than Saturday or Sunday) on which the Property is open for their full range of services at the [insert location>>;
"Confidential Information"	any information, whether or not in written form, which is disclosed by one Party to the other Party pursuant to or in connection with the Agreement (whether orally or in writing) and which is stated to be confidential or which, by its nature, is confidential;
"Customer"	any person who requires the Services subject to these Terms and Conditions and the Agreement being a contract for the provision of Services for the purposes of a business, trade, profession, etc. as defined by the Consumer Rights Act 2015;
"Final Fee"	any fee or charges payable which shall be shown in the Quotation in accordance with Clause 4 of these Terms and Conditions.
"Job"	the provision in full of all of the Services;
"Order"	the initial request to acquire the Services as described in Clause 2 of these Terms and Conditions;
"Products"	any materials required to render the Services which shall be provided and supply (unless otherwise stated);
"Property"	any property or premises, as detailed in the Quotation and Agreement, at which the Job is to be carried out;

“Quotation”	quotation detailing proposed fees and services to be provided to the Customer in accordance with Clause 2 of these Terms and Conditions. Any such quotation shall a) be required to incorporate, and be subject to, these Terms and Conditions b) not be deemed to be an acceptance of an Order;
“Quoted Fee”	the fee which will be quoted to the Customer in the quotation following the Order which may vary depending on the actual work undertaken as set out in Clause 5 of these Terms and Conditions;
“Services”	the roofing services provided by the Roofer as set out in Clause 5 of these Terms and Conditions; and
“Visit”	any occasion, scheduled or otherwise, on which the Roofer shall visit the Property to render the Services.

- 1.2 Unless otherwise requires, each reference in these Terms and Conditions shall be construed as follows:
- 1.2.1 “any” includes a reference to any reference by electronic transmission or similar means;
- 1.2.2 a reference to a statute is a reference to that statute or its re-enacted at the relevant time;
- 1.2.3 “these Terms and Conditions” is a reference to these Terms and Conditions as amended or supplemented at any time;
- 1.2.4 a reference to “the Agreement” refers to these Terms and Conditions;
- 1.2.5 a reference to a “Clause” is a reference to a Clause of these Terms and Conditions (including the Schedules) or a paragraph of the relevant Schedule;
- 1.2.6 a reference to “the parties” refers to the parties to the Agreement.
- 1.3 The Terms and Conditions are for convenience only and shall not be construed upon the interpretation of these Terms and Conditions.
- 1.4 Words in the singular number shall include the plural and vice versa.
- 1.5 References shall include any other gender.
- 1.6 References shall include corporations.

2. Orders

- 2.1 The Customer may order their Services through <<insert methods e.g. telephone, email, website>>.
- 2.2 When the Customer orders the Services, the Customer shall set out, in detail, the Services required, including the location and size of the Property, the area/size of the roof, the type of work required, and the type(s) of roofing materials. The Roofer shall provide an Order form to the Customer with the prompts for all required information. [All such information shall be provided to the Roofer.] [All such information shall be provided to the Roofer.]
- 2.3 Once the Order form has been completed and submitted the Roofer shall, unless they do not wish to proceed, prepare and submit a quotation for the Services required, prepare and submit a

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Quotation to the Customer shall set out the required Details of the Services.

2.4 The Customer shall not be bound to acceptance of the Quotation until they shall only have effect if the Services they are included in the Quotation or, where the Quotation is sent by first-class post. Unless otherwise in writing at any time, the Quotation shall remain valid for <<number of days>> days.

2.5 Notwithstanding the above, the Agreement or the Customer's acceptance of a Quotation, no binding Agreement between them shall exist or be effective until the Deposit has been paid in full and the Agreement has come into existence and binding force.

2.6 Notwithstanding the above, if the Deposit has not been paid by the date which is <<number of days>> days after the date of execution of this Agreement, the Roofer shall be entitled to provide the Services, to require the Customer to pay the Quoted Fee, and the Agreement shall not be binding on the Customer.

3. Deposit

3.1 At the time of acceptance of the Quotation, the Customer shall pay a Deposit to the Roofer. The Deposit shall be <<insert percentage>>% of the Quoted Fee.

3.2 Subject to the provision of Clause 3.1, the Deposit shall be non-refundable.

4. Fees and Payment

4.1 The Quoted Fee shall be payable for the Services and for the estimated Products and Materials required to complete the Job [and for any additional Products and Materials required to complete the Job]. The Quoted Fee is further detailed in the Quotation.

4.2 The Roofer shall use only the Products (and quantities) specified in the Quotation and the Agreement; however, if additional Products are required to complete the Job, the Final Fee shall be adjusted to reflect this. Any such adjustment shall be to a necessary minimum.

4.3 In the event that the cost of the Services to be provided increases during the period between the Customer's acceptance of the Quotation and the commencement of the Services, the Roofer shall be entitled to increase the Final Fee by the amount of such increase and of any increase in the cost of the Services.

4.4 The Roofer shall invoice the Customer for the Final Fee when the provision of the Services is complete.

4.5 All invoices must be paid by the Customer within <<insert period>> of receipt by the Customer.

4.6 Any sums which remain due to the Roofer at the expiry of the time period set out in sub-Clause 4.5 shall be payable on a daily basis at <<insert percentage>>% above the Quoted Fee, obtainable at <<insert name of bank>> obtaining at <<insert address>>.

or first-class post which shall set out the required Details of the Services. Clauses 3 and 4 respectively.

is to the Order and Quotation prior to acceptance of the Quotation by the Customer but changes to a Quotation that a revised Quotation in which the Quoted Fee is reduced. The Customer may accept the revised Quotation, by telephone, email or in writing. The Roofer may otherwise agree in writing. The Quotation shall remain valid for acceptance within <<number of days>> days issued by the Roofer.

otation or acceptance of an Order or the Customer's acceptance of a Quotation, no binding Agreement between them shall exist or be effective until the Deposit has been paid in full and the Agreement has come into existence and binding force.

osit has not been paid by the date which is <<number of days>> days after the date of execution of this Agreement, the Roofer shall be entitled to provide the Services, to require the Customer to pay the Quoted Fee, and the Agreement shall not be binding on the Customer.

not more than <<insert period e.g. 7 days>> thereafter the Customer shall pay a Deposit to the Roofer. The Deposit shall be <<insert percentage>>% of the Quoted Fee>>.

Deposit shall be non-refundable.

payable for the Services and for the estimated Products and Materials required to complete the Job [and for any additional Products and Materials required to complete the Job]. The Quoted Fee is further detailed in the Quotation.

able endeavours to use only the Products (and quantities) specified in the Quotation and the Agreement; however, if additional Products are required to complete the Job, the Final Fee shall be adjusted to reflect this. Any such adjustment shall be to a necessary minimum.

be procured by the Roofer or costs increase during the period between the Customer's acceptance of the Quotation and the commencement of the Services, the Roofer shall be entitled to increase the Final Fee by the amount of such increase and of any increase in the cost of the Services.

he Final Fee when the provision of the Services is complete.

period e.g. 14 days>> of receipt by the Customer.

he expiry of the time period set out in sub-Clause 4.5 shall be payable on a daily basis at <<insert percentage>>% above the Quoted Fee, obtainable at <<insert name of bank>> obtaining at <<insert address>>.

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7. Cancellation

- 7.1 The Customer may cancel the Job at any time before the Agreed Date. The Roofer shall refund all sums paid, including the Deposit, on the rescheduled Job.
- 7.1.1 If the Customer cancels the Job more than <<e.g. 28 days>> before the Agreed Date then the Roofer shall refund all sums paid, including the Deposit.
- 7.1.2 If the Customer cancels the Job more than <<e.g. 28 days>> before the Agreed Date then the Roofer shall retain all sums paid, including the Deposit and shall refund the balance of the Deposit on the rescheduled Job.
- 7.1.3 If the Customer cancels the Job on <<e.g. 28 days>> but more than <<e.g. 14 days>> before the Agreed Date the Roofer shall refund any sums paid less the Deposit.
- 7.1.4 If the Customer cancels the Job less than <<e.g. 28 days>> but more than <<e.g. 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 the balance of the Deposit on the rescheduled Job. A new Deposit shall be payable on the rescheduled Job.
- 7.1.5 If the Customer cancels the Job less than <<e.g. 14 days>> before the Agreed Date then the Roofer shall retain all sums paid and any outstanding balance of the Deposit. No refund shall be issued.
- 7.1.6 If the Customer cancels the Job less than <<e.g. 14 days>> before the Agreed Date then the Roofer shall retain all sums paid and any outstanding balance of the Deposit. No refund shall be issued and the balance of the Deposit shall be payable on the rescheduled Job.
- 7.2 The Roofer may cancel the Job at any time before the Agreed Date and shall refund all sums paid, including the Deposit, on the rescheduled Job.

8. Liability, Indemnity and Limitation of Remedies

- 8.1 The Roofer shall enter into and maintain in force at all times suitable and valid insurance which shall cover the full value of the Job.
- 8.2 The Roofer's total liability for damages caused as a result of their negligence or breach of these Terms and Conditions or of the Agreement shall be limited to £<<ins>>.
- 8.3 The Roofer is not liable for any damage suffered by the Customer which results from the Customer's failure to follow any instructions given by the Roofer.
- 8.4 Nothing in these Terms and Conditions shall limit or exclude the Roofer's liability for personal injury.
- 8.5 Subject to sub-Clause 8.2, the Roofer shall indemnify the Customer against any costs, liability, damages, claims or proceedings arising out of the Customer's failure to meet any of its obligations or any breach of these Terms and Conditions.
- 8.6 The Customer shall indemnify the Roofer against any costs, liability, damages, claims or proceedings arising out of the Customer's failure to meet any of its obligations or any breach of these Terms and Conditions or the Agreement.

9. **Guarantee**

9.1 The product of all Services provided shall be free from defects for a period of <<insert period e.g. 12 months>> following the date of completion of the Services.

9.2 If any defects of the Services appear during the guarantee period of 9.1 the Roofer shall rectify any and all such defects at no cost to the Customer.

10. **Data Protection**

The Roofer shall protect the Customer's personal data as set out in the Roofer's <<insert document>> Privacy Notice>> available from <<insert location(s)>>.

11. **Confidentiality**

11.1 Except as required by law, Clause 11.2 or as authorised in writing by the other Party, neither Party shall disclose Confidential Information during the continuance of the Agreement and [<<insert number of years>> years] after its termination:

11.1.1 keep Confidential Information confidential;

11.1.2 not disclose Confidential Information to any other party;

11.1.3 not use Confidential Information for any purpose other than as authorised by the Agreement or subject to the terms of the Agreement;

11.1.4 not record in any way or part with possession of any Confidential Information;

11.1.5 ensure that its directors, officers, employees, agents, sub-contractors or subcontractors does any act which, if done by that Party, would breach the provisions of sub-Clauses 11.1.1 to 11.1.4 above.

11.2 Either Party may disclose Confidential Information to:

11.2.1 disclose Confidential Information to:

a) a contractor or supplier of that Party;

b) a government department or other authority or regulatory body; or

c) an agent or officer of that Party or of any of the other Parties or their respective persons, parties or bodies;

provided that it is necessary for the purposes contemplated by the Agreement, including, but not limited to, the provision of the Services required by law. In each case that Party shall first notify the other Party or body in question that the Confidential Information is confidential and (except where the disclosure is to any person or body named in Clause 11.2.1.2 or any employee or officer of any of the Parties) and submitting to the other Party a written undertaking from the party in question. Such undertaking shall require that Party to ensure that the Confidential Information is practicable in the terms of this Clause 11, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

11.2.2 use Confidential Information for any purpose, or disclose it to any person or body, other than as permitted only that it is at the date of the Agreement, or at any time thereafter becomes, public knowledge through no fault of that Party or its agents, that Party must not disclose Confidential Information which is not public knowledge.

- 11.3 The provisions of the Agreement shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.
12. **Force Majeure**
- 12.1 No Party to the Agreement shall be liable for any failure or delay in performing its obligations which may result from any cause that is beyond the reasonable control of the Party ("Force Majeure"). Such causes include, but are not limited to, natural disasters, internet service provider failure, strikes, riots, civil unrest, wars, earthquakes, acts of terrorism, or any other similar or dissimilar event that is beyond the control of the Party in question.
- 12.2 [In the event that a Party cannot perform its obligations under the Agreement for a continuous period of <<insert period>>, the other Party may terminate the Agreement by giving written notice at the time of such termination, the Parties shall agree on a reasonable payment for all Services completed up to the date of termination, which payment shall take into account the Party's reliance on the performance of the Agreement.]
13. **Termination**
- 13.1 Either Party may terminate the Agreement by giving written notice to the other Party if:
- 13.1.1 any sum owing to the other Party under any of the provisions of the Agreement is not paid within <<insert period>> Business Days of the due date;
- 13.1.2 that other Party is in breach of any of the provisions of the Agreement and fails to remedy it within <<insert period>> Business Days after being given written notice requiring it to be remedied;
- 13.1.3 an encumbrance is placed on the property or assets of that other Party;
- 13.1.4 that other Party is in an arrangement with its creditors or, where that other Party is a company, a receiver is appointed over an administration order (within the meaning of the Insolvency Act 1986);
- 13.1.5 that other Party is in liquidation (except for the purposes of being a company in re-construction and in such a case the other Party shall be deemed to have effectively agreed to be bound by or as if it were bound by the Agreement);
- 13.1.6 anything analogous to the foregoing under the law of any jurisdiction occurs;
- 13.1.7 that other Party ceases, to carry on business; or
- 13.1.8 control of that other Party is taken over by any person or connected persons not having control of the other Party on the date of the Agreement. For the purposes of this section, "connected persons" shall have the meaning ascribed to it by Sections 1124 and 1122 of the Companies Act 2006.

- 13.2 For the purpose of this 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 Where a Party breaches the Agreement under sub-Clause 13.1, the Party in breach shall refund to the other Party the amount(s) payable under the Agreement.
- 13.4 The remedies provided in this Clause shall not prejudice any other right or remedy of the Party in breach of the breach concerned (if any) or any other Party.
14. **Effects of Termination**
- Upon the termination of the Agreement for any reason:
- 14.1 any sums payable by one Party to the other under any of the provisions of the Agreement shall be immediately due and payable;
- 14.2 all Clauses of the Agreement, whether expressly or by their nature, relate to the period after the termination of the Agreement shall remain in full force and effect;
- 14.3 termination of the Agreement shall not prejudice any right to damages or other remedy which any Party may have in respect of the event giving rise to the termination of the Agreement or to damages or other remedy which any Party may have in respect of a breach of the Agreement which exist at or before the date of termination;
- 14.4 subject to Clause 14 and except in respect of any accrued rights and obligations under any further obligation to the other; and
- 14.5 each Party shall, to the extent referred to in Clause 11) immediately cease and refrain from disclosing or indirectly, any Confidential Information, and shall return to the other Party any documents in its possession or control containing any Confidential Information.
15. **No Waiver**
- No failure or omission to exercise any of its rights under the Agreement shall be deemed to be a waiver of any subsequent breach of the Agreement or of any provision of the Agreement.
16. **Further Assurances**
- Each Party shall do all such further deeds, documents and things as may be necessary to give full effect to the provisions of the Agreement into full force and effect.
17. **Costs**
- Subject to a Party's liability under the Agreement, each Party shall pay its own costs of and incidental to the negotiation, execution and carrying into effect of the Agreement.
18. **Set-Off**
- Neither Party shall be entitled to set off any sums in any manner from payments due or sums received under the Agreement or any other agreement.

19. **Assignment and Sub-Contracting**

19.1 [Subject to sub-Clause 19.2, the Agreement shall be personal to the Parties. Neither Party shall, without the written consent of the other Party, assign, charge (otherwise than by way of a floating charge) or otherwise delegate any of its rights or obligations thereunder, or sub-contract any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.]

19.2 [The Roofer shall be responsible for the performance of the obligations undertaken by it through any other member or sub-contractor. Any act or omission of any other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of the Roofer.]

20. **Time**

[The Parties agree that all time periods specified in the Agreement shall be of the essence of the Agreement.]

OR

[The Parties agree that the time periods specified in the Agreement are for guidance only and are not intended to be of the essence of the Agreement and may be varied by mutual agreement between the Parties.]

21. **Relationship of the Parties**

Nothing in the Agreement shall be construed as creating a partnership, joint venture, agency or other contractual relationship except as expressly provided in the Agreement.

22. **Third Party Rights**

No part of the Agreement shall be construed as creating rights on any third parties and the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

23. **Notices**

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

23.2 Notices shall be deemed to have been given:

23.2.1 when delivered to the addressee by hand or other messenger (including by registered mail) during business hours of the recipient; or

23.2.2 when sent, if the addressee is a company, by post to the registered office of the addressee and a successful return receipt is received; or

23.2.3 on the fifth business day after the date of posting, if mailed by national ordinary mail, postage paid by the sender.

In each case notices shall be deemed to have been given to the most recent address or e-mail address notified to the Party giving the notice.

24. **Entire Agreement**

24.1 The Agreement constitutes the entire agreement between the Parties with respect to its subject matter and shall not be modified except by an instrument in writing signed by both Parties.

Authorised representatives of the Parties.

that, in entering into the Agreement, it does not warrant or other provision except as expressly and all conditions, warranties or other terms in law are excluded to the fullest extent permitted

The Agreement
to it on separate
a duplicate
same instrument
least one copy

in any number of counterparts and by the Parties of which when so executed and delivered shall be counterparts together shall constitute one and the same agreement and shall be effective until each Party has executed at

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the provisions of the Agreement and/or of these
unlawful, invalid or otherwise unenforceable, that
and severed from the remainder of the Agreement
The remainder of the Agreement and/or these
and enforceable.

27.1 The Agreement have

resolve any dispute arising out of or relating to the
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27.2 [If no
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Clause 27.1 do not resolve the matter within
of a written invitation to negotiate, the parties will
te in good faith through an agreed Alternative
procedure.]

27.3 [If the
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sub-Clause 27.2 does not resolve the matter
the initiation of that procedure, or if either Party will
procedure, the dispute may be referred to

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er sub-Clause 27.3 shall be England and Wales.
 rned by the Arbitration Act 1996 and Rules for
 n the Parties. In the event that the Parties are
 ator(s) or the Rules for Arbitration, either Party
 ce to the other Party, apply to the President or
 being of the Chartered Institute of Arbitrators for
 ator or arbitrators and for any decision on rules

27.5 Nothing shall apply

shall prohibit either Party or its affiliates from
injunctive relief.

27.6 The Clausen

the final method of dispute resolution under this and binding on both Parties.

28.1 The
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Terms and Conditions (including any non-
ations arising therefrom or associated therewith)
onstrued in accordance with, the laws of England

28.2 Subject to the provisions of the applicable law, the parties agree that any dispute, controversy, proceedings or claim between them arising out of or in connection with the Agreement or these Terms and Conditions (including the interpretation, performance, breach, termination, consequences of termination, matters and obligations arising therefrom or associated with the Agreement or these Terms and Conditions) shall fall within the [non-] exclusive jurisdiction of the courts of the [Country].

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SCHEDULE 1

AGREEMENT

made the day of

BETWEEN:

- (1) <<Name of registered in <<Country of Registration>> under
 number <<C umber>> whose registered office is at] **OR** [of]
 <<insert Add d
- (2) <<Name of registered in <<Country of Registration>> under
 number <<C umber>> whose registered office is at] **OR** [of]
 <<insert Add d

WHEREAS:

- (1) The Roofer and hereby agrees to provide those services, as
 specified he accordance with, and subject to, the Terms and
 Conditions, greement.
- (2) The Custom the Roofer's services in accordance with, and
 subject to, and Conditions and this Agreement.

IT IS AGREED as f

1. The Agree

- 1.1 Any s Agreement", "the Agreement", "the Terms and
 Cond d Conditions" or the Quotation shall be deemed
 to re or the attached Terms and Conditions or the
 Quot constitute a contract for the provision of the
 Servi and the Customer.
- 1.2 By ex on <<insert date>>, the Parties hereby agree to
 be bo the Terms and Conditions, the Quotation and the
 provi d
- 1.3 This into effect upon its execution by both Parties and
 paym t

2. The Service

The Service e Agreed Date of <<insert date>> and shall be
provided du of <<insert times>> at the Property located at
<<insert add t

Specification / Des	Relevant Dates / Times

3. Fees and P

<<Insert full sums due as detailed in the Quotation>>

4. **Electronic Signatures**

It is acknowledged that the Agreement may be signed by:

- 4.1 Both Parties by electronic signature (whatever form the electronic signature takes);
- 4.2 Both Parties by manuscript signature; or
- 4.3 One Party by electronic signature (whatever form the electronic signature takes) and the other Party signing by manuscript signature.

Each Party hereby certifies that its electronic signature will be as conclusive of a Party's intention as its manuscript signature, and that the Agreement as if signed by that Party by means of its manuscript signature.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals, and the Agreement has been duly executed the day and year first above written.

SIGNED by
<<Name and Title of Party>>
for and on behalf of <<Party>> Roofer>>

In the presence of
<<Name & Address of Witness>>

SIGNED by
<<Name and Title of Party>>
for and on behalf of <<Party>> Customer>>

In the presence of
<<Name & Address of Witness>>