

ROOFING TERMS AND CONDITIONS

**BACKGROUND:**

These Terms and Conditions shall apply to the provision of services by <<Insert name of Roofer>> or <<Address>> ("the Roofer") who is required to provide his 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"** means the Agreement to which the Parties will enter on the basis of the Quotation and of these Terms and Conditions [and which is set out in Schedule 1];

**"Agreed Date"** means the date on which the provision of the Services is to commence as agreed by the Parties [as evidenced in the Agreement];

**"Agreed Times"** means the times at which the Parties shall agree upon the provision of the Services [as evidenced in the Agreement];

**"Business Day"** means any day other than Saturday or Sunday on which the premises are open for their full range of services at <<insert location>>;

**"Confidential Information"** means information which is confidential to either Party, information which is disclosed to the other Party pursuant to or in connection with the Agreement (whether orally or in writing, in any medium, and whether or not the information is so stated to be confidential or otherwise);

**"Customer"** means the person or business that requires the Services and has accepted these Terms and Conditions and the Agreement;

**"Final Fee"** means the final amount payable which shall be payable in accordance with Clause 4 of these Terms and Conditions.

**"Job"** means the provision of the Services;

**"Order"** means the initial request to acquire the Services as set out in Clause 2 of these Terms and Conditions;

**"Products"** means the materials required to render the Services and which the Roofer shall procure and supply (unless otherwise stated);

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“Property”

property or premises, as detailed in the Agreement, at which the Services

“Quotation”

detailing proposed fees and services to be provided in accordance with Clause 2 of these Terms and Conditions;

“Quoted Fee”

which will be quoted to the Customer and which may vary according to the details of the Property as set out in Clause 4 of these Terms and Conditions;

“Services”

the Services provided by the Roofer as set out in these Terms and Conditions; and

“Visit”

any visit scheduled or otherwise, on which the Roofer will visit the Property to render the Services.

1.2 Unless the context otherwise requires, any reference in these Terms and Conditions to:

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any reference in these Terms and Conditions to:

1.2.1 “writing”, any communication, in any form, including electronic or facsimile transmission or any other similar means;

any reference in these Terms and Conditions to any communication, includes a reference to any communication, in any form, including electronic or facsimile transmission or any other similar means;

1.2.2 a statute or regulation or provision as in force at the relevant time;

any reference to that statute or regulation or provision as in force at the relevant time;

1.2.3 “these Terms and Conditions” as amended or supplemented at the relevant time;

any reference to these Terms and Conditions as amended or supplemented at the relevant time;

1.2.4 a Schedule or Annex to these Terms and Conditions;

any reference to these Terms and Conditions;

1.2.5 a Clause or paragraph of these Terms and Conditions (including any Schedule); and

any reference to a Clause of these Terms and Conditions (including any Schedule) or a paragraph of the relevant Schedule;

1.2.6 a “Party” or “parties” to the Agreement.

any reference to the parties to the Agreement.

1.3 The headings used in these Terms and Conditions shall have no effect on the interpretation of these Terms and Conditions.

The headings used in these Terms and Conditions are for convenience only and shall have no effect on the interpretation of these Terms and Conditions.

1.4 Words imparting the singular shall include the plural and vice versa.

Words imparting the singular shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

References to any gender shall include the other gender.

1.6 References to persons shall include corporations.

References to persons shall include corporations.

2. **Orders**

2.1 The Roofer accepts orders through <<insert methods e.g. telephone, internet >>

The Roofer accepts orders through <<insert methods e.g. telephone, internet >>

2.2 When placing an order, the Customer shall provide the following details: (a) the location and size of the Property; (b) the type(s) of roofing required; and (c) the number and type of roofers required. Details shall include the number and type of roofers required (e.g. flat, felt, tiled).

When placing an order, the Customer shall provide the following details: (a) the location and size of the Property, (b) the type(s) of roofing required, and the type(s) of roofers required, and (c) the number and type of roofers required. All parties shall provide an order form to the Roofer.

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Customer which shall be set out in the Quotation. [All such details are set out in the Quotation.]

[All such details are set out in the Quotation.]

2.3 Once the Order is accepted by the Customer, the Roofer shall submit a Quotation which shall set out the details of the Services and Products to be provided respectively.

ed the Roofer shall prepare and submit a Quotation by email or first class post which shall set out the details of the Services and Products to be provided, detailed in Clauses 3 and 4 respectively.

2.4 The Customer shall accept the Order prior to acceptance. The Quotation shall be accepted by email or first class post.

s to the Order and Quotation prior to acceptance. The Quotation shall be accepted by email or first class post.

**3. Deposit**

3.1 At the time of acceptance of the Order, the Customer shall pay a Deposit to the Roofer. The Deposit shall not be refundable.

not more than <<insert period e.g. 7 days>> thereafter the Customer shall be required to pay a Deposit to the Roofer of <<insert amount e.g. 25% of the Quoted Fee>>. The Deposit is paid in full.

3.2 Subject to the provisions of this Clause, the Deposit shall be non-refundable.

osit shall be non-refundable.

**4. Fees and Payment**

4.1 The Quoted Fee shall be payable for the Services and for the Products estimated in Schedule 1.

able for the Services and for the Products [and is further evidenced by the Quotation and the Agreement]

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

able endeavours to use only the Products specified in the Quotation and the Agreement; however if additional Products are used, the Final Fee shall be adjusted to reflect this. Any such adjustment shall be to a minimum.

4.3 In the event that the Quoted Fee is less than the Final Fee, the Customer shall pay the difference in the Final Fee to the Roofer.

Services increase during the period between the Quotation and the commencement of the Services, the Customer shall pay the difference in the Final Fee to the Roofer.

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

on the provision of the Services is complete.

4.5 All invoices must be received by the Customer within <<insert period e.g. 14 days>> of receipt by the Roofer.

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

4.6 Any sums which remain unpaid at the expiry of the time period set out in sub-Clause 4.5 shall be payable on a daily basis at <<insert interest rate>>% above the rate of <<insert name of bank>> obtaining at the time.

the expiry of the time period set out in sub-Clause 4.5 shall be payable on a daily basis at <<insert interest rate>>% above the rate of <<insert name of bank>> obtaining at the time.

**5. Services**

5.1 The Services shall be provided in accordance with the specification set out in the accepted Quotation and the Agreement (as may be amended by mutual agreement from time to time).

ce with the specification set out in the accepted Quotation and the Agreement (as may be amended by mutual agreement from time to time).

5.2 The Roofer may provide drawings, plans or similar documents in advance of the Job for illustrative purposes only and is not intended to constitute a specification of the Job nor to

ons, plans or similar documents in advance of the Job for illustrative purposes only and is not intended to constitute a specification of the Job nor to

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- 5.3 The Roofer shall ensure the Services are rendered with reasonable care and skill and to a reasonable standard which is commensurate with best trade practice.
- 5.4 The Roofer shall ensure that no part 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 cost to the Customer prior to completion of the Job.
- 5.5 The Roofer shall ensure compliance with any and all relevant codes of practice.
- 5.6 The Roofer shall provide a written statement that results from his rendering of the Services.
- 5.7 The Roofer shall, where necessary, provide temporary covering, roofing and / or boarding for the Property to ensure that such temporary covering, roofing or boarding adequately protects the Property from the elements. The Roofer shall also ensure the safe removal of any and all security risks that may be present on the Property.
- 5.8 Time shall [not] be spent on the rendering of the Services under these Terms and Conditions.
- 5.9 Following completion of the Services, the Customer shall have a period of <<insert period e.g. 7 days>> to inspect the completed work and to notify the Roofer of any defects. The Roofer shall correct such defects at no additional cost to the Customer.

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**6. Customer's Obligations**

- 6.1 If any consents, licences or permissions are needed from any third parties such as landlords, 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.
- 6.3 The Customer shall ensure that the Roofer is given the keys to the Property or being provided with a safe. The Roofer warrants that the keys are used safely and securely.
- 6.4 The Customer shall ensure that the Roofer has access to electrical outlets and a supply of hot and cold water.
- 6.5 The Customer must provide at least <<insert period e.g. 24 hours>> notice if the Roofer is unable to render the Services on a particular day or at a particular time. A fee of <<insert amount>> per hour for cancelled Visits provided such notice is given <<insert period e.g. 24 hours>> notice is given the Roofer shall be charged at his normal rate.

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**7. Cancellation**

- 7.1 The Customer may cancel the Job at any time before the Agreed Date. The fee for cancellation or rescheduling:

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7.1.1 If the Customer cancels the Agreement more than <<e.g. 28 days>> before the Agreed Date the Roofer shall issue a full refund of all sums paid, including the Deposit.

7.1.2 If the Customer cancels the Agreement before the Agreed Date the Roofer shall retain all sums paid, including the Deposit, and shall deduct all such sums from any balance payable on the rescheduled Job.

7.1.3 If the Customer cancels the Agreement more than <<e.g. 28 days>> but more than <<e.g. 14 days>> before the Agreed Date the Roofer shall refund all sums paid and any outstanding sums shall be immediately payable.

7.1.4 If the Customer cancels the Agreement less than <<e.g. 28 days>> but more than <<e.g. 14 days>> before the Agreed Date the Roofer shall retain all sums paid and any outstanding sums (excluding the Deposit) shall be immediately payable. No refund shall be issued and the Deposit shall be payable on the rescheduled Job.

7.1.5 If the Customer cancels the Agreement less than <<e.g. 14 days>> before the Agreed Date the Roofer shall retain all sums paid and any outstanding sums shall be immediately payable. No refund shall be issued and the Deposit shall be payable on the rescheduled Job.

7.1.6 If the Customer cancels the Agreement less than <<e.g. 14 days>> before the Agreed Date the Roofer shall retain all sums paid and any outstanding sums shall be immediately payable. No refund shall be issued and the Deposit shall be payable on the rescheduled Job.

7.2 The Roofer may cancel the Agreement before the Agreed Date and shall refund all sums paid and any outstanding sums shall be immediately payable.

## 8. Liability, Indemnity and Insurance

8.1 The Roofer shall ensure that it maintains in force at all times suitable and valid insurance which shall cover its liability under the Agreement.

8.2 The Roofer's total liability for damage caused as a result of its negligence or breach of the Agreement shall be limited to £<<ins>>.

8.3 The Roofer is not liable for 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 shall limit or exclude the Roofer's liability for death or personal injury.

8.5 The Roofer shall indemnify the Customer against any costs, liability, damages, loss, claims or proceedings of the Roofer's rendering of the Services or any breach of the Agreement.

8.6 The Customer shall indemnify the Roofer against any costs, liability, damages, loss, claims or proceedings of the Customer's failure to meet any of its obligations or any breach of the Agreement.

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9. **Guarantee**

9.1 The Roofer guarantees that all Services provided shall be free from any and all defects for a period of <<insert period e.g. 12 months>> following completion of the Services.

all Services provided shall be free from any and all defects for a period of <<insert period e.g. 12 months>> following completion of the Services.

9.2 If any defects in the Services appear during the guarantee period set out in sub-clause 9.1, the Roofer shall rectify any and all such defects at no cost to the Client.

If any defects in the Services appear during the guarantee period set out in sub-clause 9.1, the Roofer shall rectify any and all such defects at no cost to the Client.

10. **Data Protection**

The Roofer will only use personal information as set out in the Roofer's <<insert document name>> available from <<insert location(s)>>.

The Roofer will only use personal information as set out in the Roofer's <<insert document name>> available from <<insert location(s)>>.

11. **Confidentiality**

11.1 Except as provided in Clause 11.2, each Party shall keep confidential and shall not disclose or use for any purpose other than as contemplated in the Agreement and [for the purposes of the Agreement] after its termination:

Except as provided in Clause 11.2, each Party shall keep confidential and shall not disclose or use for any purpose other than as contemplated in the Agreement and [for the purposes of the Agreement] after its termination:

11.1.1 keep confidential any information;

information;

11.1.2 not disclose any information to any other party;

information to any other party;

11.1.3 not use any information for any purpose other than as contemplated in the Agreement;

information for any purpose other than as contemplated in the Agreement;

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

any way or part with possession of any Confidential Information;

11.1.5 ensure that any disclosure by its officers, employees, agents, subcontractors or other representatives shall not constitute a breach of the confidentiality obligations set out in Clauses 11.1.1 to 11.1.4 above.

officers, employees, agents, subcontractors or other representatives which, if done by that Party, would constitute a breach of the confidentiality obligations set out in Clauses 11.1.1 to 11.1.4 above.

11.2 Either Party may:

disclose:

11.2.1 disclose any information to:

11.2.1.1 any officer of that Party;

officer of that Party;

11.2.1.2 any authority or regulatory body; or

authority or regulatory body; or

11.2.1.3 any other person (including any officer of that Party or of any of the bodies or bodies);

of that Party or of any of the bodies or bodies;

to such extent as is necessary for the purposes contemplated by the Agreement (including the provision of the Services), or to inform the Client of any Information (including such body or person (including such body or person) to whom confidentiality should be a condition of the use of the Co-ordinated Information) for the purposes for which the Co-ordinated Information is made; and

for the purposes contemplated by the Agreement (including the provision of the Services), or to inform the Client of any Information (including such body or person (including such body or person) to whom confidentiality should be a condition of the use of the Co-ordinated Information) for the purposes for which the Co-ordinated Information is made; and

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11.2.2 use any Confidential Information for any other purpose, or disclose it to any other person, or at any time, without the prior written consent of that Party, in the absence of any fault of that Party, and the Party must not disclose Confidential Information which is not public knowledge.

any purpose, or disclose it to any other person, or at any time, without the prior written consent of that Party, in the absence of any fault of that Party, and the Party must not disclose Confidential Information which is not public knowledge.

11.3 The provisions of this Agreement shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

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**12. Force Majeure**

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12.1 No Party to the Agreement shall be liable for any failure or delay in performing their obligations which may result from any cause that is beyond the reasonable control of the Party, limited to: power failure, strike, civil unrest, fire, flood, terrorism, war, governmental action or any other cause in question.

12.1 No Party to the Agreement shall be liable for any failure or delay in performing their obligations which may result from any cause that is beyond the reasonable control of the Party, limited to: power failure, strike, civil unrest, fire, flood, terrorism, war, governmental action or any other cause in question.

12.2 [In the event that a Party cannot perform their obligations under a continuous period of <<insert period>>, the other Party may terminate the Agreement by giving written notice at the end of such period. In the event of such termination, the Parties shall agree to make reasonable payment for all Services completed up to the date of termination, which payment shall take into account any prior contractual obligations into in reliance on the performance of the Agreement.]

12.2 [In the event that a Party cannot perform their obligations under a continuous period of <<insert period>>, the other Party may terminate the Agreement by giving written notice at the end of such period. In the event of such termination, the Parties shall agree to make reasonable payment for all Services completed up to the date of termination, which payment shall take into account any prior contractual obligations into in reliance on the performance of the Agreement.]

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**13. Termination**

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13.1 Either Party may immediately terminate this Agreement by giving written notice to the other Party if:

13.1 Either Party may immediately terminate this Agreement by giving written notice to the other Party if:

13.1.1 any sum owed by the other Party to the Party is not paid within <<insert period>> Business Days after being given written notice of such breach and requiring it to be remedied;

13.1.1 any sum owed by the other Party to the Party is not paid within <<insert period>> Business Days after being given written notice of such breach and requiring it to be remedied;

13.1.2 the other Party is in breach of any of the provisions of the Agreement which is incapable of remedy, fails to remedy it within <<insert period>> Business Days after being given written notice of such breach and requiring it to be remedied;

13.1.2 the other Party is in breach of any of the provisions of the Agreement which is incapable of remedy, fails to remedy it within <<insert period>> Business Days after being given written notice of such breach and requiring it to be remedied;

13.1.3 an encumbrance is placed on any of the property or assets of the other Party, or where the other Party is a company, a liquidator is appointed to that other Party;

13.1.3 an encumbrance is placed on any of the property or assets of the other Party, or where the other Party is a company, a liquidator is appointed to that other Party;

13.1.4 the other Party enters into an arrangement with its creditors or, where the other Party is a company, to an administration order (within the meaning of Section 86);

13.1.4 the other Party enters into an arrangement with its creditors or, where the other Party is a company, to an administration order (within the meaning of Section 86);

13.1.5 the other Party is a company, or firm, has a bankruptcy order made against it, goes into liquidation (except for the purposes of a reconstruction or re-construction and in such a manner that the Party therefrom effectively agrees to be

13.1.5 the other Party is a company, or firm, has a bankruptcy order made against it, goes into liquidation (except for the purposes of a reconstruction or re-construction and in such a manner that the Party therefrom effectively agrees to be

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bound by or the Agreement

imposed on that other Party under

13.1.6 anything and jurisdiction of

foregoing under the law of any other Party;

13.1.7 that other Party

to cease, to carry on business; or

13.1.8 control of the persons not Agreement. "connected" Sections 112

ered by any person or connected other Party on the date of the of this Clause 13, "control" and the meanings ascribed thereto by of the Corporation Tax Act 2010.

13.2 For the purposes of of remedy if the Party respects.

each shall be considered capable with the provision in question in all

13.3 The rights to terminate remedy of either Party breach.

will not prejudice any other right or each concerned (if any) or any other

14. **Effects of Termination**

Upon the termination of the

on:

14.1 any sum owing by of Agreement shall be

under any of the provisions of the and payable;

14.2 all Clauses which, of the expiry or termination

of their nature, relate to the period after shall remain In full force and effect;

14.3 termination shall not which the terminating termination or any may have in respect the date of termination

right to damages or other remedy respect of the event giving rise to the or other remedy which any Party agreement which exist at or before

14.4 subject as provided rights neither Party

except in respect of any accrued or obligation to the other; and

14.5 each Party shall (e cease to use, either shall immediately re control which contain

referred to in Clause 11) immediately any Confidential Information, and any documents in its possession or Confidential Information.

15. **No Waiver**

No failure or delay by either shall be deemed to be a waiver of any provision of the Agreement breach of the same or any

of its rights under the Agreement waiver by either Party of a breach to be a waiver of any subsequent

16. **Further Assurance**

Each Party shall execute may be necessary to carry

deeds, documents and things as agreement into full force and effect.

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17. **Costs**

Subject to any provisions incidental to the negotiation of the Agreement.

Party shall pay its own costs of and carrying into effect of the

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18. **Set-Off**

Neither Party shall be entitled to set-off or sums received in respect of the agreement at any time.

in any manner from payments due under the Agreement or any other

19. **Assignment and Sub-Contracting**

19.1 [Subject to sub-Clause 19.2, Neither Party may assign (with or without charge) or sub-licence (with or without charge) any of its rights thereunder, or sub-contract or otherwise delegate the performance of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

ent shall be personal to the Parties. Neither Party shall be permitted to assign (other than by floating charge (otherwise than by floating charge) or sub-licence (otherwise than by sub-licence) or sub-contract or otherwise delegate the performance of its obligations thereunder, or sub-contract or otherwise delegate the performance 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 permitted to sub-contract through any other member or sub-contractor. Any such sub-contracting shall, for the purposes of this Clause, be deemed to be an act or omission of the Roofer.]

of the obligations undertaken by it through suitably qualified and skilled persons, including any other member or sub-contractor, shall be deemed to be an act or omission of the Roofer.]

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20. **Time**

20.1 [The Parties agree that time shall be of the essence of the Agreement.]

referred to in the Agreement shall be of the essence of the Agreement.]

**OR**

20.2 [The Parties agree that time shall not be of the essence of the Agreement, but for guidance only and may be varied by mutual agreement.]

s referred to in the Agreement are not to be of the essence of the Agreement and may be varied by mutual agreement.]

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21. **Relationship of the Parties**

Nothing in the Agreement shall be deemed to constitute a partnership, joint venture, agency or other contractual relationship except as expressly stated in the Agreement.

deemed to constitute a partnership, joint venture, agency or other contractual relationship between the Parties other than the contractual relationship expressly stated in the Agreement.

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22. **Third Party Rights**

No part of the Agreement shall be deemed to confer any rights or obligations on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

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23. **Notices**

23.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, an authorized representative of the Party giving the notice.  
23.2 Notices shall be deemed to have been given:  
23.2.1 when delivered to the recipient by hand, by a courier or other messenger (including overnight mail) during business hours of the recipient; or  
23.2.2 when sent, by facsimile, e-mail or a successful electronic transmission; or  
23.2.3 on the fifth business day after the date of mailing, if mailed by national ordinary mail; or  
23.2.4 on the tenth business day after the date of mailing, if mailed by airmail, postage prepaid.  
In each case notices shall be deemed to have been given to the most recent address, e-mail address, or facsimile number of the Party.

writing and be deemed duly given  
sed officer of the Party giving the  
notice.  
given:  
ier or other messenger (including  
ss hours of the recipient; or  
mile or e-mail and a successful  
s generated; or  
g mailing, if mailed by national  
g mailing, if mailed by airmail,  
to the most recent address, e-mail  
other Party.

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.  
24.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation or warranty other than those expressly provided in the Agreement and shall not be bound by any implied or inferred conditions, warranties or other terms implied by statute or common law to the fullest extent permitted by law.

ement between the Parties with  
modified except by an instrument  
esentatives of the Parties.  
ng into the Agreement, it does not  
her provision except as expressly  
itions, warranties or other terms  
ded to the fullest extent permitted

25. **Counterparts**

The Agreement may be entered into by one or more counterparts and by the Parties to it on separate counterparts, and all such counterparts when so executed and delivered shall be deemed to constitute one and the same agreement.

of counterparts and by the Parties  
so executed and delivered shall be  
all constitute one and the same

26. **Severance**

In the event that one or more provisions of the Agreement and/or of these Terms and Conditions is found to be invalid, unenforceable or otherwise unenforceable, that provision(s) shall be severed from the Agreement and/or these Terms and Conditions and the remainder of the Agreement and/or these Terms and Conditions shall remain in full force and effect.

of the Agreement and/or of these  
d or otherwise unenforceable, that  
o the remainder of the Agreement  
er of the Agreement and/or these  
e.

27. **Dispute Resolution**

27.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiation and, if necessary, mediation. The Parties shall have the authority to execute and deliver any instrument necessary to carry out the provisions of this Agreement.

ute arising out of or relating to the  
eir appointed representatives who

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27.2 [If negotiations un... do not resolve the matter within  
<<insert period>> d... tation to negotiate, the parties will  
attempt to resolve... th through an agreed Alternative  
Dispute Resolution

27.3 [If the ADR proced... 27.2 does not resolve the matter  
within <<insert perio... at procedure, or if either Party will  
not participate in... he dispute may be referred to  
arbitration by either

27.4 The seat of the arbi... 27.3 shall be England and Wales.  
The arbitration sha... rbitration Act 1996 and Rules for  
Arbitration as agree... In the event that the Parties are  
unable to agree on... Rules for Arbitration, either Party  
may, upon giving v... r Party, apply to the President or  
Deputy President fo... hartered Institute of Arbitrators for  
the appointment of... ors and for any decision on rules  
that may be require

27.5 Nothing in this Cla... either Party or its affiliates from  
applying to a court f...

27.6 The decision and o... od of dispute resolution under this  
Clause 27 shall [no... both Parties.

28. **Law and Jurisdiction**

28.1 The Agreement a... Conditions (including any non-  
contractual matters... herefrom or associated therewith)  
shall be governed b... rformance with, the laws of England  
and Wales.

28.2 Subject to the provi... dispute, controversy, proceedings  
or claim between t... e Agreement or these Terms and  
Conditions (includi... matters and obligations arising  
therefrom or associ... within the jurisdiction of the courts  
of England and Wa

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THIS AGREEMENT

day of

**BETWEEN:**

- (1) <<Name of Roofer>> [a company with registration number <<Company Registration Number>> <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of <<insert Address>>] (“the Roofer”)
- (2) <<Name of Customer>> [a company with registration number <<Company Registration Number>> <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of <<insert Address>>] (“the Customer”)

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**WHEREAS:**

- (1) The Roofer provides roofing services and 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 purchase roofing services in accordance with, and subject to, the Terms and Conditions and this Agreement.

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**IT IS AGREED** as follows:

**1. The Agreement**

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

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**2. The Services**

The Services shall commence on the date of <<insert date>> and shall be provided during the Agreement term at the Property located at <<insert address>>.

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Specification / Description of Services	Relevant Dates / Times

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3. **Fees and Payment**

<<Insert full details of fees <<Roofer Name>> detailed in the Quotation>>

**IN WITNESS WHEREOF** this Agreement was executed the day and year first before written

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

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

SIGNED by  
<<Name and Title of person signing for and on behalf of <<Customer's Name>>

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

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