

THE ORDER

Date:

Customer

Name:

Address:

Contact:

Supplier

Name: Ashbrook Roofing Services Limited

Address: Harrison Way, Darley Dale, Nr Matlock, Derbyshire, DE4 2LF

Contact:

Location:

Services

Reference	Services	Description	Price

Performance dates/periods:

Credit Period:

The Contract between Ashbrook Roofing and you (the Customer) is made up of the following:

1. this Order form;
2. the Conditions (attached and overleaf); and
3. attachments, annexures and statement of work as referred to in the definition of the "Contract" in the Conditions.

For clarity, the terms and conditions which apply to and govern this Order are the Conditions. The parties agree that all other terms and conditions are expressly excluded.

The Customer has read and accepts the Contract (including, for clarity, the Order and the Conditions).

CUSTOMER:

Signed by or on behalf of the CUSTOMER

.....

Date:

Name:

Position:

ASHBROOK ROOFING:

Signed by or on behalf of ASHBROOK ROOFING SERVICES LIMITED

.....

Date:

Name:

Position:

1 Definitions and interpretation

1.1 In these Conditions the following definitions apply:

Affiliate	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;
Ashbrook Roofing	means ASHBROOK ROOFING SERVICES LIMITED, a company incorporated and registered in England and Wales with company number 13956799, whose registered address is at Harrison Way, Darley Dale, Nr Matlock, Derbyshire, DE4 2LF;
Ashbrook Roofing Personnel	means all employees, officers, staff, other workers, agents and consultants of Ashbrook Roofing, its Affiliates and any of their sub-contractors who are engaged in the performance of the Services from time to time;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday in England when clearing banks in London are open for business;
Conditions	means Ashbrook Roofing's terms and conditions of supply set out in this document;
Contract	means the agreement between Ashbrook Roofing and the Customer for the supply and purchase of Goods and/or Services comprising and including these Conditions and the Order, together with attachments, annexures and statements of work;

Control	means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company and Controls, Controlled and under common Control shall be construed accordingly;
Credit Period	means the period of time as set out in the Order;
Documentation	means any descriptions, instructions, manuals, literature, technical details or other related materials supplied in connection with the Services;
Force Majeure	means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under the Contract including (but not limited to): (i) an act of God, including but not limited to fire, flood, lightning, windstorm, earthquake or other natural disaster; (ii) in the case of Ashbrook Roofing only, adverse weather conditions; (iii) epidemic or pandemic; (iv) war, riot or civil unrest; (v) interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or in the case of Ashbrook Roofing only, material required for performance of the Contract; (vi) strike, lockout or boycott or other industrial action including those involving Ashbrook Roofing's or its suppliers' workforce, (but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay);
Goods	means all goods and materials used and set out in the Order (or understood by the parties to be included in the Goods) and to be supplied by Ashbrook Roofing to the Customer

	in accordance with this Contract (including all materials used or utilised by Ashbrook Roofing in carrying out the Services at the Location);
Location	means the address or addresses at which the Services are to be performed, in each case as set out in the Order;
Order	means the order for the Services placed by the Customer with Ashbrook Roofing as set out in the standard order form or quotation provided by Ashbrook Roofing to the Customer;
Price	has the meaning set out in clause 3.1 and Prices shall be construed accordingly;
Services	means the Services set out in the Order and to be performed by Ashbrook Roofing for the Customer in accordance with the Contract;
Specification	means the description or Documentation provided for the Services set out or referred to in the Contract;
VAT	means value added tax under the Value Added Taxes Act 1994 or any other similar sale or fiscal tax applying to the sale of the Services.

1.2 In these Conditions, unless the context requires otherwise:

- 1.2.1 a reference to the Contract includes these Conditions and the Order;
- 1.2.2 a reference to a 'party' includes that party's personal representatives, successors and permitted assigns (and the Contract shall be binding on, and enure to the benefit of, the parties to the Contract and their respective personal representatives, successors and permitted assigns);
- 1.2.3 a reference to a gender includes each other gender;
- 1.2.4 words in the singular include the plural and vice versa;
- 1.2.5 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.6 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (but excludes fax); and
- 1.2.7 a reference to legislation is a reference to that legislation as in force at the date of the Contract.

2 Application of these conditions

- 2.1 These Conditions apply to and form part of the Contract between Ashbrook Roofing and the Customer. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2 Each Order by the Customer to Ashbrook Roofing shall be an offer to purchase Goods and/or Services subject to the Contract including these Conditions.
- 2.3 The offer constituted by an Order shall remain in effect and be capable of being accepted by Ashbrook Roofing for 20 Business Days from the date on which the Customer submitted the Order, after which time it shall automatically lapse and be withdrawn.
- 2.4 Ashbrook Roofing may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Services shall arise, until the earlier of:
 - 2.4.1 Ashbrook Roofing's written acceptance of the Order; or
 - 2.4.2 Ashbrook Roofing performing the Services or notifying the Customer that they are ready to be performed (as the case may be).
- 2.5 Ashbrook Roofing may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Services and are incapable of being accepted by the Customer.
- 2.6 In the event that Ashbrook Roofing does not accept an Order, Ashbrook Roofing may (but is not obliged to) contact the Customer. Reasons for non-acceptance of any Order include, but are not limited to, the following:
 - 2.6.1 Ashbrook Roofing cannot carry out the Services (or any part of them) or it is unable to schedule the Customer's preferred timeframe into its calendar/diary;
 - 2.6.2 Ashbrook Roofing cannot authorise any Customer payment;
 - 2.6.3 there has been a mistake on the pricing or description of the Goods and/or Services; or
 - 2.6.4 the pricing structures of Ashbrook Roofing have changed since the Customer received any corresponding quotation from Ashbrook Roofing.
- 2.7 Marketing and other promotional material relating to the Services are illustrative only and do not form part of the Contract.

3 Price

- 3.1 The price for the Services shall be as set out in the Order or, where no such provision is set out, shall be as advised by Ashbrook Roofing from time to time before the date the Order is placed (the **Price**).
- 3.2 The Prices are exclusive of VAT (or equivalent sales tax).
- 3.3 The Customer shall pay any applicable VAT to Ashbrook Roofing on receipt of a valid VAT invoice.

- 3.4 Ashbrook Roofing reserves the right to, and may, increase the Prices at any time by giving the Customer not less than 15 Business Days' notice in writing provided that the increase does not exceed 15% of the Prices in effect immediately prior to the increase.
- 3.5 Notwithstanding clause 3.4, Ashbrook Roofing may increase the Prices with immediate effect by written notice to the Customer where there is an increase in the direct cost to Ashbrook Roofing of supplying the relevant Goods and/or Services which exceeds 15% and which is due to any factor beyond the control of Ashbrook Roofing, including but not limited to:
- 3.5.1 an increase in the materials and/or Goods required to carry out the Services – a non-exhaustive example of such a circumstance includes (without limitation) where Ashbrook Roofing has not had adequate opportunity to fully inspect the roof at the Location before commencing the Services. It is acknowledged and agreed by the Customer that even where Ashbrook Roofing has inspected the roof at the Location prior to commencing the Services, additional aspects and/or defects in respect of such roof may only be visible and/or apparent on or after commencement of the Services; and/or
- 3.5.2 any required increase in the Goods and/or Services (without prejudice to the fact that this is likely to fall outside of the Contract, but Ashbrook Roofing may amend the Order in such circumstances, in its absolute discretion) – a non-exhaustive example of such a circumstance includes (without limitation) where Ashbrook Roofing has not had adequate opportunity to fully inspect the roof at the Location before commencing the Services. It is acknowledged and agreed by the Customer that even where Ashbrook Roofing inspected the roof at the Location, additional aspects and/or defects in respect of such roof may only be visible and/or apparent on or after commencement of the Services.

4 Payment

- 4.1 Ashbrook Roofing shall invoice the Customer for the Goods and/or the Services, partially or in full, at any time following acceptance of the Order.
- 4.2 Notwithstanding and without prejudice to clause 4.1 above, Ashbrook Roofing may invoice the Customer for the Goods and/or Services (in full or in part) on or at any time after delivery of the Goods and/or completion of the Services (or deemed completion of the Services pursuant to clause 6.2 below). The Customer acknowledges and agrees that any scaffolding erected at the Location by (or on behalf of) Ashbrook Roofing does not need to be (and may not have been) removed from the Location prior to Ashbrook Roofing invoicing the Customer for the Goods and/or Services (in full or in part).
- 4.3 The Customer shall pay all invoices:
- 4.3.1 in full without deduction, counterclaim, withholding or set-off, in cleared funds within the Credit Period of the date of each invoice; and
- 4.3.2 to the bank account nominated by Ashbrook Roofing.

For clarity, the Customer acknowledges and agrees that the Credit Period applicable to an invoice of Ashbrook Roofing shall commence on the date of such invoice. Any such Credit Period (and the obligation of the Customer to pay any invoice in accordance with the Contract) shall not be affected or extended as a result of any scaffolding erected at the Location by (or on behalf of) Ashbrook Roofing remaining (and not having been removed)

from the Location as at the date of (or at any time after the date of) any Ashbrook Roofing invoice.

- 4.4 Time of payment by the Customer is of the essence. Where sums due under these Conditions are not paid in full by the due date, Ashbrook Roofing may, without limiting its other rights, charge interest on such unpaid sums at 8% a year above the base rate of the Bank of England from time to time in force. Interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.

4.5 *Customer may not withhold payment*

4.5.1 Notwithstanding and without prejudice to clause 4.3.1 above, no part of the Price and/or any other sums due under the Contract, may or shall be withheld by the Customer during the course of the provision of the Services (or at any other time) due to any enquiries, complaints or concerns raised by the Customer howsoever arising.

4.5.2 Without limiting any other rights or remedies of Ashbrook Roofing, Ashbrook Roofing reserves the right to, and may, suspend the provision of Goods and/or Services (or any part of them) under the Contract (and/or the provision of any other goods and/or services under any other contract between the Customer and Ashbrook Roofing) in the event that the Customer withholds any such payment referred to in clause 4.5.1 above.

4.5.3 It is agreed and acknowledged by the Customer that Ashbrook Roofing shall have no liability arising from any such suspension of the Services (and/or the suspension of any other services) referred to in this clause 4.5 (including (but not limited to) any internal or external damage caused by the suspension of Services under this clause 4).

5 Credit limit

- 5.1 Ashbrook Roofing may at any time and from time to time (and on one or more occasions) set, amend and vary the credit limits applicable to the Customer.
- 5.2 Ashbrook Roofing may withhold all further supplies of Goods and/or Services under the Contract (and/or the provision of any other goods and/or services under any other contract between the Customer and Ashbrook Roofing) if the Customer exceeds such credit limit at any time.

6 Performance

- 6.1 Subject to the Contract, the Services shall be performed by Ashbrook Roofing at the Location on the date(s) specified in the Order.
- 6.2 The Services shall be deemed performed on completion of the performance of the Services as specified in the Order. The Customer acknowledges and agrees that:
- 6.2.1 any scaffolding erected at the Location by (or on behalf of) Ashbrook Roofing does not need to be (and may not have been) removed from the Location on completion of the performance (or deemed completion of the performance) of the Services; and
- 6.2.2 completion of the performance (or deemed completion of the performance) of the Services shall not be affected or extended as a result of any scaffolding erected at the

Location by (or on behalf of) Ashbrook Roofing remaining at (and not having been removed from) the Location as at completion of the performance (or deemed completion of the performance) of the Services.

- 6.3 Ashbrook Roofing may perform the Services in instalments. Any delay or defect in an instalment shall not entitle the Customer to cancel or withhold any other instalment.
- 6.4 Time of delivery of the Goods and/or the performance of the Services is not of the essence. Ashbrook Roofing shall use its reasonable endeavours to meet estimated dates for delivery and/or performance, but any such dates are indicative only.
- 6.5 The Customer shall:
 - 6.5.1 ensure that the terms of the Order and any information that it provides in the Specification and/or in any other documentation that the Customer provides to Ashbrook Roofing at any time are, in each case, complete and accurate;
 - 6.5.2 co-operate with the Supplier in all matters relating to the Goods and/or the Services;
 - 6.5.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Location and other facilities as reasonably required by the Supplier to provide the Goods and/or perform the Services;
 - 6.5.4 comply with all reasonable and lawful instructions of Ashbrook Roofing from time to time concerning the Goods and/or the Services (including, but not limited to, complying with Ashbrook Roofing's health and safety requirements in respect of the Location); and
 - 6.5.5 obtain and maintain all necessary licences and consents and comply with all relevant legislation (including, but not limited to, obtaining and maintaining any such licences and consents and complying with legislation where the Location: (i) is a listed building; and/or (ii) is within a conservation area; and/or (iii) requires conservation consent; and/or (iv) has significant heritage; and or (v) planning permission is required in order to perform the Services) as required to enable Ashbrook Roofing to provide the Goods and/or Services, in all cases before the date on which the Goods and/or Services are to start.
- 6.6 Ashbrook Roofing shall not be liable for any delay in or failure of performance caused by:
 - 6.6.1 the Customer's failure to make the Location available in order for Ashbrook Roofing to provide the Goods and/or carry out the Services;
 - 6.6.2 adverse weather conditions;
 - 6.6.3 the Customer's failure to prepare the Location as required for the performance of the Services (including, but not limited to, ensuring that Ashbrook Roofing will not be obstructed in the performance of the Services by any other service providers);
 - 6.6.4 non-performance or delays by suppliers or subcontractors (including, but not limited to, a supplier to Ashbrook Roofing failing to deliver materials to Ashbrook Roofing in the time agreed between the supplier in question and Ashbrook Roofing (or at all));

- 6.6.5 non-performance or delays by any third party (including, but not limited to, scaffolding suppliers, structural engineers, architects);
 - 6.6.6 any shortage of Ashbrook Roofing staff (employees, workers and subcontractors) from time to time (including , but not limited to, unavailability of staff, workers or subcontractors of Ashbrook Roofing arising from any illness);
 - 6.6.7 the Customer's failure to provide Ashbrook Roofing with adequate instructions for performance of, or otherwise relating to, the Services;
 - 6.6.8 any required increase in the Goods and/or Services not known to Ashbrook Roofing on acceptance by it of the Order;
 - 6.6.9 any act or omission of the Customer or failure by the Customer to perform any obligation under clause 6.5 above; and
 - 6.6.10 any Force Majeure.
- 6.7 Following completion (or deemed completion) of the performance of the Services under clause 6.2, and subject to (i) Ashbrook Roofing having received full payment of all outstanding invoices under clause 4 and (ii) the Order or Specification expressly stating that such following document(s) will be provided to the Customer, Ashbrook Roofing may provide (or may instruct the National Federation of Roofing Contractors to provide) the Customer with any of the following documents:
- 6.7.1 Ashbrook Roofing's 10-year guarantee document;
 - 6.7.2 insurance backed guarantee; and/or
 - 6.7.3 building control certificates.

7 Title and Risk

- 7.1 Risk in the Goods shall pass to the Customer on delivery to the Customer.
- 7.2 The Customer acknowledges and agrees that title to the Goods shall not pass to the Customer (and shall remain with Ashbrook Roofing) until Ashbrook Roofing has received payment in full for all the Goods and the Services in accordance with the Contract.

8 Warranty

- 8.1 Subject to clauses 8.2, 8.3 and 10 below, Ashbrook Roofing warrants to the Customer that, for a period of 10 years from delivery of the Goods and performance of the Services, the Goods and Services shall:
 - 8.1.1 conform in all material respects to their description and the Specification;
 - 8.1.2 be free from material defects;
 - 8.1.3 if Goods, be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
 - 8.1.4 if Services, be supplied with reasonable care and skill within the meaning of the Supply of Goods and Services Act 1982, Part II s 13.

8.2 *Cement work and mortar*

- 8.2.1 Subject to clauses 8.2.2 and 8.2.3 below, the cement work or mortar installed by Ashbrook Roofing at the Location in the performance of the Services is guaranteed for a period of 2 years from the date that such Services are performed (or deemed performed) under clause 6.2.
- 8.2.2 The Customer acknowledges and agrees that such cement work and/or mortar (including any on the roof line at the Location) is subject to fair wear and tear and may move, expand, contract or be subject to minor cracking over time which is expected.
- 8.2.3 Accordingly, the warranty at 8.2.1 above does not cover (and Ashbrook Roofing shall have no liability in respect of) any such movement, expansion, contracting or minor cracking to the extent that it is:
- (a) cosmetic only and/or does not affect the structural integrity of the roof or part of the roof (as the case may be) the subject of the Services; and/or
 - (b) the result of fair wear and tear; and/or
 - (c) the result of subsidence, movement, distortion, settling or collapse of the ground or supporting structure upon which the Goods are installed or upon which the Services have been provided; and/or
 - (d) the result of any item or materials not provided by Ashbrook Roofing and which is used or combined on or in respect of the Goods and/or Services by any person other than Ashbrook Roofing; and/or
 - (e) the result of any abuse, misuse or neglect of the Goods and/or Services after the date that such Services are performed (or deemed performed) under clause 6.2; and/or
 - (f) the result of Force Majeure.

The provisions of clause 10 below also apply.

- 8.3 The warranty at clause 8.1 above does not cover (and Ashbrook Roofing shall have no liability in respect of):
- 8.3.1 fair wear and tear of the Goods and/or Services;
 - 8.3.2 Goods and/or Services that have not been paid for in full;
 - 8.3.3 cosmetic damage only of or to (and that does not affect the structural integrity of) the Goods and/or Services;
 - 8.3.4 subsidence, movement, distortion, settling or collapse of the ground or supporting structure upon which the Goods are installed or upon which the Services have been provided; and/or
 - 8.3.5 damage, defects, failures or faults on or to the Goods and/or Services due to any item or materials not provided by Ashbrook Roofing and which is used or combined on or in respect of the Goods and/or Services by any person other than Ashbrook Roofing; and/or

8.3.6 damage, defects, failures or faults on or to the Goods and/or Services due to abuse, misuse or neglect of the Goods and/or Services after the date that such Services are performed (or deemed performed) under clause 6.2; and/or

8.3.7 any Force Majeure.

The provisions of clause 10 below also apply.

8.4 The Customer acknowledges and agrees that the warranty provided at clause 8.1 will not cover (and Ashbrook Roofing shall have no liability in respect of) any reclaimed materials that the Customer has agreed to use at the Location and that any reclaimed materials used will remain at the sole risk of the Customer, who will bear full responsibility for any loss, damage or destruction of such reclaimed materials (except where such loss arises solely due to the negligence of Ashbrook Roofing or its Affiliate).

8.5 The Customer warrants that it has provided Ashbrook Roofing with all relevant, full and accurate information as to the Customer's requirements for, or in relation to, the Goods (including reclaimed materials) and/or the provision of the Services.

8.6 Subject always to the Customer having complied in all respects with clause 15 (Disputes), and once Ashbrook Roofing has had a reasonable opportunity to examine any alleged claim of defective Goods and/or Services, Ashbrook Roofing shall (at its option) remedy, re-perform or refund the Goods and/or Services that do not comply with clause 8.1 and/or clause 8.2 (as applicable) as the Customer's sole and exclusive remedy.

8.7 Where water ingress results in damage to internal ceilings or internal plasterboards at the Location during (and directly arising from) the performance of the Services, Ashbrook Roofing will, at its own expense, repair and/or redecorate any such damage (as applicable) that it agrees and determines requires repair and/or redecoration within a reasonable period of:

8.7.1 the completion of the performance of the Services;

8.7.2 the roof at the Location being watertight without any temporary weather proofing; and

8.7.3 the Customer providing Ashbrook Roofing with written notice of such damage.

For the avoidance of doubt, Ashbrook Roofing shall have no liability to the Customer under this clause 8.7 if the Customer carries out any repairs and/or redecoration itself, or engages any third party to do so, without the prior written consent of Ashbrook Roofing.

8.8 These Conditions shall apply to any Goods and/or Services that have been remedied or repaired or re-performed (as the case may be) by Ashbrook Roofing under clause 8.7 with effect from the Goods and/or Services being remedied or repaired or re-performed (as the case may be).

8.9 Unless Ashbrook Roofing provides the Customer with another form of warranty, or warranties outside of the scope of this Contract, then except as set out in this clause 8:

8.9.1 Ashbrook Roofing gives no warranties and makes no representations in relation to the Goods and/or Services; and

8.9.2 shall have no liability for its failure to comply with the warranty in clause 8.1,

and all warranties and conditions (including the conditions implied by ss. 12–16 of the Supply of Goods and Services Act 1982), whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

9 Indemnity

The Customer shall indemnify, and keep indemnified, Ashbrook Roofing from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by Ashbrook Roofing as a result of or in connection with the Customer's breach of any of the Customer's obligations under the Contract.

10 Limitation of liability

10.1 The extent of the parties' liability under or in connection with the Contract (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 10.

10.2 Subject to clause 10.9, Ashbrook Roofing's total liability shall not exceed the amount due to Ashbrook Roofing under the Contract.

10.3 Subject to clause 10.9, Ashbrook Roofing shall not be liable for consequential, indirect or special losses.

10.4 Subject to clauses 10.9, Ashbrook Roofing shall not be liable for any of the following (whether direct or indirect):

10.4.1 loss of profit;

10.4.2 loss or corruption of data;

10.4.3 loss of use;

10.4.4 loss of production;

10.4.5 loss of contract;

10.4.6 loss of opportunity;

10.4.7 loss of savings, discount or rebate (whether actual or anticipated);

10.4.8 harm to reputation or loss of goodwill.

10.5 The Customer is responsible for notifying Ashbrook Roofing in writing prior to the performance of the Services as to any legislation or regulations relating to the Location and any structure at the Location (including, but not limited to the Location being: a listed building; being within a conservation area and requiring conservation consent; possessing significant heritage; or planning permission being required in order to perform the Services). Ashbrook Roofing does not accept any liability (and shall have no liability) for breach of any such legislation or regulations arising from the provision of the Goods and/or Services where the Customer has not notified Ashbrook Roofing of such matters in writing prior to commencement of the performance of the Services.

10.6 Notwithstanding and without prejudice to the other provisions of this clause 10, subject to clause 10.9, Ashbrook Roofing shall not be liable for:

minor cracking or disturbance at ceiling and wall junctions

10.6.1 any losses resulting from any minor cracking or disturbance at ceiling and wall junctions at the Location that arise due to the deflections within the supporting roof structures relaxing and then returning at the Location. Minor cracks of this nature are to be expected following provision of the Services and are likely to be repairable with the assistance of a plasterer; and

holiday cottages / AirBNB style rentals

10.6.2 any losses suffered or incurred by the Customer refunding, reimbursing or providing any discount to a third party tenant or other occupier from time to time at the Location as a result of the provision of (or any delay in the provision of) the Goods and/or the Services (including, but not limited to, any scaffolding erected at the Location by (or on behalf of) Ashbrook Roofing in respect of the Services remaining (and not having been removed) from the Location whilst any such tenant or other occupier is in occupation at the Location).

10.7 Ashbrook Roofing installs all lead work in accordance with BS:12588:2006 standards for rolled lead sheet but in the event that an existing chimney at the Location is lacking a current damp course, Ashbrook Roofing cannot guarantee a watertight solution. In such an event, Ashbrook Roofing will recommend that a new damp course is installed or that the existing one is managed or maintained prior to performing the Services. The Customer acknowledges that:

10.7.1 the seepage of water ingress within protruding masonry structures cannot be controlled without a damp course redirecting water away from the affected areas;

10.7.2 the management of damp within protruding masonry structures may involve maintenance practices such as repointing, flaunching and the application of water repellent spray in most instances; and

10.7.3 Ashbrook Roofing will not accept liability (and shall have no liability) for any seepage, damp or water ingress where it has notified the Customer of such issues pursuant to this clause 10.7.

10.8 All roofing, re-roofing and/or patching projects carried out by Ashbrook Roofing (including in respect of the Services (if applicable)) are subject to a fixing specification by the manufacturer of the items comprised in the Goods and/or the Services prior to installation. Despite Ashbrook Roofing adhering to such specifications and recommendations (in each case) in accordance with BS:5534 standards, the Customer acknowledges and agrees that under specific wind pressures or storms, wind damage may result in such fixings to fail and that such an event (or sequence of events) is beyond Ashbrook Roofing's reasonable control. Accordingly, Ashbrook Roofing will not accept liability (and shall have no liability) for any loss or damage at the Location arising in these respects.

10.9 You acknowledge and agree that (without limitation) it is not always possible to achieve perfect aesthetic alignment and/or consistency with older or existing roofs (e.g. "drooping") situated at or near the Location.

10.10 Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of the following:

10.10.1 death or personal injury caused by negligence;

10.10.2 fraud or fraudulent misrepresentation; and/or

10.10.3 any other losses which cannot be excluded or limited by applicable law.

11 Force majeure

Neither party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from Force Majeure. The party subject to the Force Majeure event shall promptly notify the other party in writing when such the event causes a delay or failure in performance and when it ceases to do so. If the Force Majeure event continues for a continuous period of more than 60 days, Ashbrook Roofing may terminate the Contract by written notice to the other party.

12 Termination

12.1 Ashbrook Roofing may terminate the Contract at any time by giving notice in writing to the Customer if:

12.1.1 the Customer commits a material breach of Contract and such breach is not remediable;

12.1.2 the Customer commits a material breach of the Contract which is capable of being remedied and such breach is not remedied within 14 days of receiving written notice of such breach;

12.1.3 the Customer has failed to pay any amount due under the Contract on the due date and such amount remains unpaid within 5 days after Ashbrook Roofing has given notification that the payment is overdue; or

12.1.4 any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Contract or receive any benefit to which it is entitled.

12.2 Ashbrook Roofing may terminate the Contract at any time by giving notice in writing to the Customer if the Customer:

12.2.1 stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so;

12.2.2 is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if Ashbrook Roofing reasonably believes that to be the case;

12.3 Ashbrook Roofing may terminate the Contract any time by giving not less than four weeks' notice in writing to the Customer if the Customer undergoes a change of Control or if it is realistically anticipated that it shall undergo a change of Control within two months.

12.4 If the Customer becomes aware that any event has occurred, or circumstances exist, which may entitle Ashbrook Roofing to terminate the Contract under this clause 12, it shall immediately notify Ashbrook Roofing in writing.

12.5 It is agreed and acknowledged by the Customer that Ashbrook Roofing shall have no liability arising from any termination of the Contract pursuant to this clause 12 for any reason.

- 12.6 It is agreed and acknowledged by the Customer that the Customer shall have no right to terminate or cancel the Contract once the Order has been placed and accepted by Ashbrook Roofing. Ashbrook Roofing reserves the right to charge the Customer:
- 12.6.1 an amount (£) up to the full amount paid by Ashbrook Roofing for any bespoke, customised or made-to-measure Goods or materials that have been ordered or purchased in preparation of performing the Services at the Location where such Goods or materials cannot be returned to the supplier(s);
 - 12.6.2 an amount (£) up to the full amount paid by Ashbrook Roofing for any distribution, shipping, handling, restocking or return fees incurred in returning any Goods and/or materials described in clause 12.6.1 to the supplier(s); and/or
 - 12.6.3 a cancellation fee of up to 5% of the Price where a cancellation is made by the Customer within the 3 month period prior to the scheduled commencement date of the performance of the Services as set out in the Order.
- 12.7 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of Ashbrook Roofing at any time up to the date of termination.

13 Photographic Rights and Marketing Use

- 13.1 Ashbrook Roofing shall have the right to take photographs and/or video of the completed roofing works at the Location for the purpose of its marketing and promotional activities.
- 13.2 The Customer agrees to provide Ashbrook Roofing with reasonable access to the Location for the purpose of taking such photographs and/or video, for a period of up to three months following deemed completion of the Services under clause 6.2.
- 13.3 Ashbrook Roofing shall ensure that the photographs and/or video do not disclose any confidential information about the Customer, the Location, the property, or its occupants, and shall not include any identifiable personal data without the Customer's prior written consent.
- 13.4 Ashbrook Roofing retains all intellectual property rights, including copyright, in any photographs and/or video taken, and grants the Customer a non-exclusive, royalty-free licence to use the photographs and/or video for its internal purposes only.
- 13.5 Ashbrook Roofing shall not use the photographs and/or video in a manner that could reasonably be considered defamatory or damaging to the Customer's reputation.

14 Notices

- 14.1 Any notice or other communication given by a party under these Conditions shall be sent to the relevant party at the address set out in the Contract.
- 14.2 Notices may be given, and are deemed received:
- 14.2.1 by hand: on receipt of a signature at the time of delivery;
 - 14.2.2 by Royal Mail Recorded Delivery post: at 9.00 am on the second Business Day after posting;
 - 14.2.3 by email provided confirmation is sent by first class post: on receipt of a read receipt email from the correct address.

14.3 Any change to the contact details of a party as set out in the Contract shall be notified to the other party in accordance with clause 13.1 and shall be effective:

14.3.1 on the date specified in the notice as being the date of such change; or

14.3.2 if no date is so specified, 10 Business Days after the notice is deemed to be received.

14.4 This clause does not apply to notices given in legal proceedings or arbitration.

15 Disputes

15.1 Any queries, concerns or issues arising in relation to the Goods and/or Services shall be dealt with under Ashbrook Roofing's General Customer Service Protocol (details of which will be made available upon request) and all correspondence should be sent to our Contracts Manager, [Name] using the following contact details:

15.1.1 [Telephone Number];

15.1.2 [Email]; or

15.1.3 [Address].

15.2 Any issues concerning the aesthetics or quality of the Goods and/or Services not conforming to BS:5534 standards shall be dealt with under Ashbrook Roofing's General Customer Service Protocol (details of which will be made available upon request) within 14 days of deemed completion under clause 6.2. You acknowledge and agree that (without limitation) it is not always possible to achieve perfect aesthetic alignment and/or consistency with older or existing roofs (e.g. "drooping") situated at or near the Location. In instances where a resolution cannot be achieved within such 14 day period, either party may escalate the complaint at any time to Ashbrook Roofing's governing body, the National Federation of Roofing Contractors, for further investigation and resolve.

16 Cumulative remedies

The rights and remedies provided in the Contract for Ashbrook Roofing only are cumulative and not exclusive of any rights and remedies provided by law.

16 Time

Unless stated otherwise, time is of the essence of any date or period specified in the Contract in relation to the Customer's obligations only.

17 Further assurance

The Customer shall at the request of Ashbrook Roofing, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to the Contract.

18 Entire agreement

18.1 The parties agree that the Contract and any underwritten warranties provided by Ashbrook Roofing to the Customer constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.

18.2 Each party acknowledges that it has not entered into the Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Contract. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Contract.

18.3 Nothing in these Conditions purports to limit or exclude any liability for fraud.

19 Variation

No variation of the Contract shall be valid or effective unless it is in writing, refers to the Contract and these Conditions and is duly signed or executed by, or on behalf of, each party.

20 Assignment

20.1 The Customer may not assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, without Ashbrook Roofing's prior written consent, which it may withhold or delay at its absolute discretion.

20.2 Notwithstanding and without prejudice to clause 20.3 below, Ashbrook Roofing is the contracting party under the Contract, but may assign, subcontract or encumber any right or obligation under the Contract, in whole or in part, at its absolute discretion. Ashbrook Roofing acknowledges and agrees that any act or omission of a third-party subcontractor in relation to the Customer's rights or obligations under the Contract shall be deemed to be an act or omission of Ashbrook Roofing itself.

20.3 Ashbrook Roofing may perform any of its obligations and exercise any of its rights granted under the Contract through any Affiliate provided that it gives the Customer prior written notice of such subcontracting or assignment including the identity of the relevant Affiliate. Ashbrook Roofing acknowledges and agrees that any act or omission of its Affiliate in relation to the Customer's rights or obligations under the Contract shall be deemed to be an act or omission of Ashbrook Roofing itself.

21 Set off

The Customer shall pay all sums that it owes to Ashbrook Roofing under the Contract without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

22 No partnership or agency

The parties are independent persons and are not partners, principal and agent or employer and employee and the Contract does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

23 Equitable relief

The Customer recognises that any breach or threatened breach of the Contract may cause Ashbrook Roofing irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to Ashbrook Roofing, the Customer acknowledges and agrees that Ashbrook Roofing is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

24 Severance

- 24.1 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.
- 24.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with the minimum such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

25 Waiver

- 25.1 No failure, delay or omission by Ashbrook Roofing in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 25.2 No single or partial exercise of any right, power or remedy provided by law or under the Contract by Ashbrook Roofing shall prevent any future exercise of it or the exercise of any other right, power or remedy by Ashbrook Roofing.

26 Compliance with law

The Customer shall comply with applicable law and shall maintain such licences, authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Contract.

27 Conflicts within contract

If there is a conflict between the terms contained in the Conditions and the terms of the Order, the terms of these Conditions shall prevail to the extent of the conflict.

28 Third party rights

- 28.1 Except as expressly provided for in clause 28.2, a person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.
- 28.2 Any Affiliate of Ashbrook Roofing shall be entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract. The consent of any such Affiliate is not required in order to rescind or vary the Contract or any provision of it.

29 Governing law

The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

30 Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).