

ASHBROOK ROOFING SERVICES LIMITED

as **“we”, “us”** or **“our”**

and

[insert customer name] (1)

[insert customer name] (2)

as **“you”** or **“your”**

**TERMS AND CONDITIONS
FOR ROOFING SERVICES**

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Appendix 1 Request form for services to be provided during the cancellation period

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

This contract is used for when you and we enter into a contract in your house or work premises. If this is not the case for you, please tell us, so that we can give you a different contract with terms which are more appropriate for you.

In this contract:

- **'We', 'us' or 'our'** means Ashbrook Roofing Services Limited; and
- **'You' or 'your'** means the person(s) buying goods and/or services from us.

If you don't understand any of this contract and want to talk to us about it, please speak with our representative or contact us by:

- Email: info@ashbrookroofing.co.uk (Monday to Friday: 9 am to 5 pm); or
- Telephone: 01629 828493 (Monday to Friday: 9 am to 5 pm).

Who are we?

We are Ashbrook Roofing Services Limited, a company registered in England and Wales under company number 13956799

Our registered office is at Harrison Way, Darley Dale, Nr Matlock, Derbyshire, DE4 2LF

Our VAT number is: GB 408 1394 07.

1 Introduction

- 1.1 If you buy goods and/or services from us you agree to be legally bound by this contract.
- 1.2 When buying any goods and/or services, you also agree to be legally bound by extra terms which may add to, or replace some of, this contract. This may happen for security, legal or regulatory reasons. We will contact you to let you know if we intend to do this by giving you one month's notice.
- 1.3 All of the above documents form part of this contract as though set out in full here.

2 Information we give you

- 2.1 By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is made (see the summary box below). We will give you this information in a clear and understandable way. Typically, our representative will give you this information in writing or by email before you buy the services from us. Some of this information is also set out in this contract, such as information on our complaint handling policy (see clause

17). Please note that our complaints handling policy is called (and referred to in this contract) as the 'General Customer Service Protocol'.

Information we will give you

We will give you information on:

1. the main characteristics of the goods and/or services *you* want to buy;
2. who *we* are, where *we* are based and how *you* can contact us;
3. the total price of the goods and/or services including any taxes (or where this cannot reasonably be worked out in advance, the manner in which *we* will work out the price);
4. payment arrangements;
5. arrangements concerning the delivery of goods and how services are to be carried (including the time by which *we* will carry out the services);
6. how to exercise your right to cancel the contract and the costs of doing so; and
7. our complaint handling policy (Please note that our complaints handling policy is called (and referred to in this contract) as the 'General Customer Service Protocol').

2.2 The key information we give you by law forms part of this contract (as though it is set out in full here).

2.3 If we have to change any key information once a legally binding contract between you and us is made, we can only do this if you agree to it.

3 Your privacy and personal information

3.1 Our **Privacy Policy** is available on our website at: <https://www.ashbrookroofing.co.uk/privacy>.

3.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

4 Ordering goods and/or services from us

4.1 Below, we set out how a legally binding contract between you and us is made.

4.2 Any estimate or quotation given by us before you make an order for goods and/or services is not a binding offer by us to supply such goods and/or services.

4.3 When you place an order for goods and/or services with us, which will be in the form of our quotation document signed by you, this is when you offer to buy such goods and/or services from us.

4.4 When you place your order with our representative, they will endeavour to acknowledge the order in person, or if this is not possible, by telephone or by email. This acknowledgement does not, however, mean that your order has been accepted.

4.5 We may contact you to say that we do not accept your order. If we do this, we will try to tell you promptly why we do not accept your order. This is typically for the following reasons:

- 4.5.1 we cannot obtain or supply the relevant goods or carry out the services by a certain date (this may be, for example, because of third-party delays or a temporary shortage of staff) or we are unable to schedule your preferred timeframe into our calendar;
- 4.5.2 we cannot authorise your payment;
- 4.5.3 there has been a mistake on the pricing or the description of the goods and/or services; or
- 4.5.4 our pricing structures have changed since we provided you with the quote.
- 4.6 Your order will be accepted when we confirm this to you via email (or, if you do not have access to an email account, by post) and confirm the date that the services are expected to start (**Confirmation Email**). We may firstly inform you that your order has been accepted by telephone, which will be followed up by a Confirmation Email. At this point (i.e. when the Confirmation Email is transmitted):
 - 4.6.1 a legally binding contract will be in place between you and us; and
 - 4.6.2 we will start to carry out the services in the way you and we have agreed.

5 Carrying out of the services

- 5.1 Subject to the contract, we will endeavour to carry out the services by the time or within the period which you and we agree (either with our representative or in writing). If we have not agreed any specified timeframe or period, the services will be carried out within a reasonable time.
- 5.2 We may appoint subcontractors to carry out the services from time to time. However, we will remain responsible for any issues caused by an appointed subcontractor and remain primarily liable to you for any breaches of the contract.
- 5.3 The services shall be deemed performed on completion of the performance of the services as specified in the contract dated . You acknowledge that:
 - 5.3.1 any scaffolding erected at a property at which services are performed on by (or on behalf of) us does not need to be (and may not have been) removed from the property on completion (or deemed completion) of the performance of the services; and
 - 5.3.2 completion (or deemed completion) of the performance of the services shall not be affected or extended as a result of any scaffolding erected at a property in which services are performed on by (or on behalf of) us remaining at (and not having been removed from) the property as at completion (or deemed completion) of the performance of the services.
- 5.4 Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can restart the services. Having made reasonable efforts to limit the effect of such events and having kept you informed of the circumstances, we will try to restart the services as soon as such events have been fixed. Examples of events which might be beyond our reasonable control include (but are not limited to):

- 5.4.1 you change the services (and this means we have to do extra work or wait for extra materials) or the terms of the services specified in your order are (or later become) incomplete and/or inaccurate;
- 5.4.2 we have to wait for your other providers to complete their work before we are able to carry out the services;
- 5.4.3 materials are not delivered by the supplier at the time agreed with the supplier (and we cannot obtain a suitable replacement within a reasonable time or the price charged by an alternate supplier is much higher than the original charge);
- 5.4.4 we cannot access the site at the times we agreed with you (including where a third party is at fault);
- 5.4.5 the site is not prepared in the way we agreed with you and is not in a suitable condition to carry out the services (including where a third party is at fault);
- 5.4.6 you have not complied with all reasonable and lawful instructions given by us from time to time concerning the goods and/or services (including, but not limited to, complying with any of our health and safety requirements);
- 5.4.7 any shortage of staff (employees, workers or subcontractors) from time to time (including, but not limited to, unavailability of staff, workers or sub-contractors arising from sickness, injury, ill health or death);
- 5.4.8 poor weather conditions.

The provisions of clause 15 also apply as to events outside of our control.

- 5.5 When we carry out the services, we might not have all of the materials we need. This might be for a number of reasons, such as:
 - 5.5.1 we have not provided an estimate to you and cannot work out what materials are necessary until we start carrying out the services;
 - 5.5.2 where we have provided an estimate, it might not have been possible to work out what materials we needed at the time we provided the estimate to you and this may only become apparent once we start carrying out the services (for example, when your roof has been stripped back to the timber structure);
 - 5.5.3 certain items being in poor condition (that may require repair or replacement) which only becomes apparent once we start carrying out the services. Such items may include:
 - 5.5.3.1 any structures, materials and/or equipment surrounding, relating to or required for the services; and
 - 5.5.3.2 the surrounding area or location where the services are being carried out,
- and you acknowledge and agree that it may not have been possible to identify such issues before we started to carry out the services;

- 5.5.4 non-performance or delays by suppliers or subcontractors (including, but not limited to, one of our suppliers failing to deliver materials to us in the time agreed between us and the supplier in question);
 - 5.5.5 non-performance or delays by any third party (including, but not limited to, scaffolding suppliers, structural engineers or architects).
- 5.6 If we need to purchase extra materials, we will source them ourselves, where possible. If we cannot do this:
 - 5.6.1 we will order them from elsewhere and return at a later date to continue to carry out the services;
 - 5.6.2 we may charge you for any travel expenses at our standard scale of charges in force at the time of your order. We will inform you of this potential charge and our standard scale of charges if we intend to do this;
 - 5.6.3 we may charge you for any unforeseen additional work and/or materials that is required, which may only become apparent after we have started carrying out the services. In such a case, we will use reasonable endeavours to contact you for approval to continue. However, where the condition of your roof is at risk, we may need to proceed with such works without your prior approval.
- 5.7 Following completion (or deemed completion) of the performance of the services under clause 5 and subject to us having first received payment in full of all outstanding invoices under clause 6, we may provide (or may instruct the National Federation of Roofing Contracts to provide) you with the following documents relating to the goods and services (as applicable):
 - 5.7.1 our 10-year guarantee document;
 - 5.7.2 insurance backed guarantee; and/or
 - 5.7.3 building control certificates.

6 Charges and payment

- 6.1 We will let you know the basis of calculating the charges for the services and related goods (and any extra charges such as delivery charges) to the fullest extent we can when you place an order with us.
- 6.2 We mainly charge for our services on an estimate basis. This will be based on our best estimate, from our experience, on how much our services will cost. We may charge you a lower or higher amount than stated in the estimate. Where we charge you a higher amount, this might occur for a number of reasons, in particular:
 - 6.2.1 if what you need us to do changes;
 - 6.2.2 if the price of the materials and/or goods required to carry out the services increases;
 - 6.2.3 the level and/or amount of services you require from us increases in scope or is different from what we agreed before we started carrying out the services;

- 6.2.4 it becomes clear when carrying out the services that the extent of the services required is more than what we had previously estimated and/or agreed before we started carrying out the services (and we could not have reasonably foreseen this); or
- 6.2.5 where additional aspects and/or defects in respect of the roof are only visible and/or apparent on or after the commencement of the services.
- 6.3 We accept cash, cheque, bank transfer and the following credit cards and debit cards: Mastercard and Visa.
- 6.4 You will be invoiced 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). Final payment will be due within 5 days of such invoice and shall be paid by you without deduction, counterclaim, withholding or set-off. We reserve the right to bill for works carried out during the project on an interim basis. We also reserve the right to require an initial payment for the purchase of materials required in order for us to provide the services.
- 6.5 You acknowledge and agree that such 5 day period applicable to our invoices (i.e. the 5 day period within which you must settle our invoice(s)) shall commence on the date that such invoice is delivered to you.
- 6.6 You acknowledge and agree that any scaffolding erected at the address at which the services are performed by (or on behalf of) us does not need to be (and may not have been) removed from the address prior to us invoicing you for the goods and/or services (in full or in part) and will not affect or extend any 5 day period for payment of our invoice(s) as referred to in clause 6.5.
- 6.7 All payments by credit card or debit card need to be authorised by the relevant card issuer.
- 6.8 *Customer may not withhold payment*
- 6.8.1 Notwithstanding and without prejudice to clause 6.4 above, no part of the price and/or any other sums due under the contract may or shall be withheld by you during the course of the provision of the services (or at any other time) due to any enquiries, complaints or concerns raised by you, howsoever arising.
- 6.8.2 Without limiting any other rights or remedies, we reserve 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 you and us) in the event that you withhold any such payment referred to in clause 6.8.1 above.
- 6.8.3 You agree and acknowledge that we 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 6.8 (including (but not limited to) any internal or external damage caused by the suspension of services under this clause 6).
- 6.9 If your payment is not received by us in accordance with clause 6.4, we may charge interest on any balance outstanding at the rate of 4% above the Bank of England base rate from time to time.
- 6.10 Nothing in this clause affects your legal rights to cancel the contract during the cancellation period as set out in clauses 8 and 9.

6.11 The price of the services:

6.11.1 is in pounds sterling (£)(GBP); and

6.11.2 includes VAT at the applicable rate.

If the rate of VAT changes between the date your order is accepted and the date the services commence, we will adjust the rate of VAT payable unless we have already received full payment from you before the change in the rate of VAT takes effect.

7 Title and Risk

7.1 Risk in the goods shall pass to you upon delivery of the goods to you.

7.2 You acknowledge and agree that title to the goods shall not pass to you (and shall remain with us) until we have received payment in full for all the goods and the services in accordance with the contract.

8 Right to cancel

8.1 Where you are contracting with us for goods and/or services as a consumer (i.e. contracting outside of the course of business, trade or profession), you have the right to cancel this contract within 14 days without giving any reason. However, you do not have the right to cancel if you have requested that we start providing the services before the cancellation period has expired (see clause 8.2) and the services have been fully performed (i.e. the work is completed) during this period. This is further explained in clauses 8.5 and 8.6 below.

8.2 The cancellation period will expire 14 days after the date of this contract being entered into.

8.3 To exercise the right to cancel, you must inform us of your decision to cancel this contract by providing us with a clear written statement (e.g. a letter sent by post or email) using the contact details at the top of this contract.

8.4 To meet the cancellation deadline, you must send us a written communication exercising your right to cancel before the cancellation period has expired.

8.5 We will not start providing the services during the 14-day cancellation period unless you request otherwise. You can request that we start providing the services during the cancellation period by completing and signing the request form located at Appendix 1 of this contract and giving it to our representative or sending it by post or email to the address provided at the top of this contract. By signing and returning the request form, you acknowledge that you will lose your right to cancel this contract once the services have been fully performed (i.e. the work is completed) and you may be liable to proportionate charges if the services are partly performed during the 14-day cancellation period. If you do not sign and return the request form, we cannot start providing the services to you until the cancellation period has expired. We are not obliged to accept your request.

8.6 If you have requested that we start providing the services during the cancellation period and the services have been fully performed (i.e. the work is completed) during this period, you acknowledge and agree that you will lose your right to cancel and will be required to pay the full price under this contract (even if the cancellation period has not expired).

8.7 Nothing in this clause 8 will affect your rights if the goods and/or services you receive are faulty. Please also see clauses 11 and 14 below.

- 8.8 We can end our contract with you for the provision of goods and/or services and claim any compensation due to us (including any enforcement costs) if:
- 8.8.1 you do not make any payment to us when it's due; and/or
 - 8.8.2 you do not, within a reasonable time of us asking for it, provide us with information, cooperation or access that we require to provide the services (for example, access to your property at which the services are to be provided).

9 Effects of cancellation

- 9.1 If you cancel this contract in accordance with your rights under clause 8, we will refund all payments received from you unless you requested that we start providing the services before the cancellation period had expired, in which case you must pay us:
- 9.1.1 for the services provided up to the time you informed us that you wish to cancel this contract (which will be an amount in proportion to the services performed up to that date in comparison with the full price payable under this contract); or
 - 9.1.2 the full price under this contract, if you lost your right to cancel this contract because the services were fully performed (i.e. the work was completed) during the cancellation period.
- 9.2 We will refund any sums referred to in clause 9.1 without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.
- 9.3 We will refund you using the same means of payment that you used for the initial transaction, unless you and we have expressly agreed otherwise; in any event, you will not incur any fees as a result of the refund.
- 9.4 If you cancel this contract outside of the cancellation period and we have already purchased bespoke, customised or made-to-measure goods and/or materials for you in preparation of providing the services, we may charge you an amount (£) up to the full amount we have paid:
- 9.4.1 for any bespoke, customised or made-to-measure goods and/or materials (where we are unable to return such goods and/or materials to the supplier(s)); or
 - 9.4.2 for any distribution, shipping, handling, restocking or return fees incurred in returning any goods and/or materials to the supplier(s).

10 Nature of the services

- 10.1 The Consumer Rights Act 2015 gives you certain legal rights (also known as 'statutory rights'), for example:
- 10.1.1 the services must be carried out with reasonable care and skill;
 - 10.1.2 you must pay a reasonable price for the services (and no more) if we have not agreed a fixed price for the services; and
 - 10.1.3 we must carry out the services within a reasonable time if we have not agreed to a fixed time for the services to be carried out.

11 Faulty services

11.1 A summary of your key legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights') are set out at clause 10 of this contract. For more detailed information on your rights and what you should expect from us, please:

11.1.1 contact us using the contact details at the top of this contract; or

11.1.2 visit the Citizens Advice website www.citizensadvice.org.uk or call 03454 04 05 06.

11.2 Specifically in respect of water ingress – where water ingress results in damage to internal ceilings or internal plasterboards at your property during (and directly arising from) the performance of the services, we will, at our own expense, repair and/or redecorate any such damage (as applicable) that we agree and determine requires repair and/or redecoration within a reasonable period of:

11.2.1 the services being fully performed (i.e. the work is completed);

11.2.2 the roof at the property being watertight without the requirement for any temporary weather proofing; and

11.2.3 you providing us with written notice of such damage.

For the avoidance of doubt, we shall have no liability to you under this clause 11.2 if you carry out any repairs and/or redecorations yourself, or engage any third party to do so, without our prior written consent.

11.3 Nothing in this contract affects your legal rights under the Consumer Rights Act 2015 (also known as 'statutory rights'). You may also have other rights in law.

12 End of the contract

If this contract is ended, it will not affect our right to receive any money which you owe to us under this contract.

13 Limit on our responsibility to you

13.1 Except for any legal responsibility that we cannot exclude in law (including, but not limited to, death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible (and shall have no liability) for any:

13.1.1 losses that:

- (a) were not foreseeable to you and us when the contract was formed; and/or
- (b) were not caused by any breach on our part;

13.1.2 consequential losses to any:

- (a) business or businesses; and/or
- (b) non-consumers;

minor cracking or disturbance at ceiling and wall junctions

- 13.1.3 any losses resulting from any minor cracking or disturbance at ceiling and wall junctions (at the address at which the services are performed) that arise due to the deflections within the supporting roof structures relaxing and then returning. 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

- 13.1.4 any losses suffered or incurred by you in refunding, reimbursing or providing any discount to a third party tenant or other occupier from time to time (at an address in which services are performed ("the address")) as a result of the provision (or any delay in the provision) of the goods and/or services (including, but not limited to, any scaffolding erected at the address by (or on behalf of) us in respect of the services, remaining (and not having been removed) at the address whilst any such tenant or other occupier is in occupation at the address).
- 13.2 You are responsible for notifying us in writing prior to the performance of the services as to any legislation or regulations relating to the address or addresses at which the services are performed and any structure relating to them (including, but not limited to an address being: a listed building; within a conservation area and/or requiring conservation consent; possessing significant heritage; or planning permission being required in order to perform the services). We do 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 you have not notified us of such matters in writing prior to the commencement of the performance of the services.
- 13.3 We install all lead work in accordance with BS:12588:2006 standards for rolled lead sheet (see clause 13.4 below for a summary explanation of BS:12588) but in the event that any existing chimney is lacking a current damp course, we cannot guarantee a watertight solution. In such an event, we will firstly inform you before recommending that a new damp course is installed or that the existing one is managed or maintained prior to performing the services. You acknowledge that:
- 13.3.1 the seepage of water ingress within protruding masonry structures cannot be controlled without a damp course redirecting water away from the affected areas;
- 13.3.2 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
- 13.3.3 we will not accept liability (and shall have no liability) for any seepage, damp or water ingress where we have notified you of such issues in accordance with this clause 13.3.
- 13.4 In summary, BS:12588 is the British Standard that defines the specifications for rolled lead sheet used in building applications such as roofing, flashing, cladding, and weatherproofing. It ensures that the lead is manufactured to consistent tolerances in thickness, chemical composition, and mechanical properties, resulting in a high-quality, durable material. In addition to the manufacturing standard, the proper installation of BS:12588 lead sheet is guided by the Lead Sheet Training Academy (LSTA) Rolled Lead Sheet Manual, which is the industry-recognised fitting standard. This manual provides best practice guidelines to ensure correct detailing, jointing, ventilation, and thermal movement allowances, all of which are important for the proper performance of lead installations.

13.5 All re-roofing projects carried out by us (including in respect of the services (if applicable)) are subject to a fixing specification by the manufacturer of items comprised in the goods and/or services prior to installation. Despite us adhering to such specifications and recommendations (in each case) in accordance with BS:5534 standards (see clause 13.6), you acknowledge 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 our reasonable control. Accordingly, we will not accept liability (and shall have no liability) for any loss or damage arising at any address that services are carried out on in these respects.

13.6 BS:5534 is the British Standard for the installation of slates and tiles on pitched roofs and vertical cladding. It sets out the minimum requirements for fixing, wind resistance, underlay, battens, and overall durability to ensure roofs are safe, weather-resistant, and fit for purpose in UK climate conditions.

13.7 Save in respect of:

13.7.1 death or personal injury caused by our negligence;

13.7.2 fraud or fraudulent misrepresentation; or

13.7.3 any other losses which cannot be excluded or limited by applicable law,

our maximum liability shall not exceed the amount due to us from time to time under this contract.

14 **Warranty**

14.1 Subject to clauses 14.2 and 14.3 and 14.4 and 14.5 below, and in accordance with our 10-year warranty document referred to in clause 5.7, we warrant that, for a period of 10 years from the delivery of the goods and the performance of the services, the goods and services shall:

14.1.1 conform in all material respects to their description and the specification;

14.1.2 be free from material defects;

14.1.3 (if goods) be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and

14.1.4 (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.

14.2 *Cement work and mortar*

14.2.1 Subject to clauses 14.2.2, 14.2.3 and 14.2.4 below, the cement work or mortar installed by us in the performance of our services is guaranteed for a period of 2 years from the date that the services to be performed by us are performed (or deemed performed) (i.e. the work is completed).

14.2.2 You acknowledge and agree that such cement work and/or mortar (including any on the roof line at the address in which the services are performed) is subject to fair wear and tear and may move, expand, contract or be subject to minor cracking over time which is expected.

- 14.2.3 Accordingly, the warranty at 14.2.1 above does not cover (and we 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 and materials supplied by us are installed or upon which the services have been provided; and/or
 - (d) the result of any item or materials not provided by us and which is used or combined on or in respect of the goods and/or services provided by any person other than us; 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) (i.e. the work is completed); and/or
 - (f) the result of any event or sequence of events beyond our control as set out in clauses 5.3 and 15.
- 14.3 The warranty at clause 14.1 above does not cover (and we shall have no liability in respect of):
- 14.3.1 fair wear and tear of the goods and/or services;
 - 14.3.2 goods and/or services that have not been paid for in full;
 - 14.3.3 cosmetic damage only of or to (and that does not affect the structural integrity of) the goods and/or services;
 - 14.3.4 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
 - 14.3.5 damage, defects, failures or faults on or to the goods and/or services due to any item or materials that have not been provided by us and which is/are used or combined on or in respect of the goods and/or services by any person other than us;
 - 14.3.6 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 5.2; and/or
 - 14.3.7 any events outside of our control as listed in clause 15.
- 14.4 You acknowledge and agree that the warranty provided at clause 14.1 will not cover (and we shall have no liability in respect of) any reclaimed materials that you have agreed to use at the property on which services are being performed and that any reclaimed materials used will remain at your sole risk. You 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 us or one of our subcontractors or affiliates).

- 14.5 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 property.

15 Events outside our control

- 15.1 Neither party shall have any liability under or be deemed to be in breach of the contract for any delays or failures in the performance of the contract resulting from any events or sequences of events beyond a party's reasonable control, preventing or delaying it from performing its obligations under the contract, including (but not limited to):

15.1.1 an act of God, including but not limited to fire, flood, lightning, windstorm, earthquake or other natural disaster;

15.1.2 adverse weather conditions;

15.1.3 epidemic or pandemic;

15.1.4 war, riot or civil unrest;

15.1.5 interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or in our case only, material required for the performance of the contract;

15.1.6 strike, lockout or boycott or other industrial action including those involving our suppliers' workforce,

(but you may not rely on this clause 15.1 as a result of your inability to pay or circumstances resulting in your inability to pay).

- 15.2 If we are subject to any of the factors listed in clause 15.1, we shall promptly notify you in writing when such an event causes a delay or failure in the performance of the contract and when it ceases to do so (if applicable).

- 15.3 If any of the events listed in clause 15.1 continue for a continuous period of more than 60 days, either party may terminate this contract without penalty and, in the case of you, in accordance with your rights under clause 8.

16 Photographic Rights and Marketing Use

- 16.1 We shall have the right to take photographs and/or video of the completed roofing works at your property for our marketing purposes and promotional activities.

- 16.2 You agree to provide us with reasonable access to the property for the purpose of taking such photographs and/or video, for a period of up to one month following deemed completion of the services under clause 5.

- 16.3 We shall ensure that any photographs and/or video do not disclose any confidential information about you, the location, the property, or its occupants, and shall not include any identifiable personal data without your prior written consent.

16.4 We retain all intellectual property rights, including copyright, in any photographs and/or video taken, and grant you a non-exclusive, royalty-free licence to use the photographs and/or video for your internal purposes only.

16.5 We shall not use the photographs and/or video in a manner that could reasonably be considered defamatory or damaging to you or your reputation.

17 Disputes

17.1 Any queries, concerns or issues arising in relation to the goods and/or services shall be dealt with under our 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:

17.1.1 [Telephone Number];

17.1.2 [Email]; or

17.1.3 [Address].

17.2 We will try to resolve any disputes arising after completion of the provision of the services with you quickly and efficiently. If you are unhappy with the services, our service to you generally or any other matter, then please contact us as soon as possible.

17.3 Any issues concerning the aesthetics or quality of the services not conforming to BS:5534 standards (see clause 13.6) should be dealt with under our General Customer Service Protocol (details of which will be made available upon request) within 30 days of the completion of the project. In instances where a resolution cannot be achieved, disputes will be dealt with in accordance with clause 17.4.

17.4 If you and we cannot resolve a dispute under our General Customer Service Protocol, we will:

17.4.1 let you know that we cannot settle the dispute with you; and

17.4.2 give you certain information about our alternative dispute resolution provider which is run by the National Federation of Roofing Contractors (NFRC) (<https://www.nfrc.co.uk>).

17.5 If you want to take court proceedings, the courts of the part of the United Kingdom in which you live will have exclusive jurisdiction in relation to this contract.

17.6 The laws of England and Wales will apply to this contract.

18 Data Protection

18.1 In this clause 18, "personal data" has the meaning given to it for the purposes of the Data Protection Act 2018 and includes information relating to you or which is reasonably required for the administration of the contract and/or the provisions of the goods and/or services.

18.2 By entering into the contract, you agree and consent to:

18.2.1 the collection, use and processing by us and any member of our group of companies and/or suppliers of goods of personal data relating to you, for all purposes reasonably connected with the administration of the contract and/or the provisions of the goods and/or services;

- 18.2.2 us transferring personal data to or between any of such persons and/or suppliers of goods for all purposes reasonably connected with the administration of the contract and/or the provisions of the goods and/or services;
- 18.2.3 the use of personal data by any such person for such purposes; and
- 18.2.4 the transfer to and retention of such personal data by any third party for such purposes.

19 Third party rights

No one other than a party to this contract has any right to enforce any term of this contract.

Signed by a duly authorised signatory

.....

for and on behalf of

Authorised signatory

Ashbrook Roofing Services Limited

.....

Name

Signed by the **Customer**

Customer Address:

.....

Customer signature

.....

.....

.....

.....

Name

APPENDIX 1
REQUEST FORM FOR SERVICES TO BE PROVIDED DURING THE CANCELLATION PERIOD

If you would like to request that we start providing the services during the 14-day cancellation period, please complete and sign the form below and hand it to our representative or send it by post to Ashbrook Roofing Services Limited, Harrison Way, Matlock, DE4 2LF or by email at info@ashbrookroofing.co.uk.

Request for services to be provided during the cancellation period

[I/We] hereby request that Ashbrook Roofing Services Limited start supplying their services during the 14-day cancellation period.

[I/We] understand and acknowledge that [I/we] will still have the right to cancel the contract during the 14-day cancellation period, but that if [I/we] do so, [I/we] will be required to pay for the services carried out by Ashbrook Roofing Services Limited until [I/we] told Ashbrook Roofing Services Limited that [I/we] wished to cancel the contract. This will be an amount which is in proportion to the services carried out by Ashbrook Roofing Services Limited in comparison with the full coverage of the contract.

[I/we] further understand and acknowledge that [I/we] will lose the right to cancel the contract and will have to pay in full once the services have been fully performed (i.e. the work has been fully completed), even if this happens within the 14-day cancellation period.

Name of customer(s):.....

Address of customer(s):

.....

.....

Signature(s):(1)

.....(2)

Date:

[*] Delete/insert details as appropriate.