



# J JANES ROOFING

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## Terms and Conditions

### A. THESE TERMS

1. **What these terms cover.** These are the Terms and Conditions on which we supply services to you, whether goods or services.
2. **Why you should read them.** Please read these terms carefully before submitting your Order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem, and other important information. If you require any changes to these terms, please advise us in writing.

### B. INFORMATION ABOUT US AND HOW TO CONTACT US

1. **Who we are.** J Janes Roofing (the "Roofer") Registered office: Flat 2 Highfield House, Courtenay Road, Poole, Dorset BH14 0HE
2. **How to contact us.** By telephone: 07891 323846 or by writing to us: justin@jjaneroofing.co.uk, or the above postal address.
3. **How we may contact you.** By telephone or in writing to the email address or postal address provided to us in your order.

### 1. Definitions and Interpretation

1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:  
"Agreed Date": Date on which the provision of the Services will commence as agreed by the Parties in writing or orally;  
"Agreed Times": Times which the Parties shall agree upon during which the Roofer shall have access to the Property to render the Services as agreed by the Parties in writing or orally;  
"Business Day": Any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England and Wales;  
"Customer": The individual or company that requires the Services, subject to these Terms and Conditions and the Service Agreement;  
"Job": The complete rendering of the Services;  
"Order": Customer's order for the supply of Services;  
"Products": Products and/or materials required to render the Services which the Roofer shall procure and supply (unless otherwise agreed);  
"Property": Customer's address, as detailed in the Order/Quotation/Specification, at which the Services are to be rendered;  
"Quotation": Quotation detailing proposed fees and services supplied by J Janes Roofing in accordance with Clause 2 of these Terms and Conditions;  
"Quoted Value": The fee which will be quoted to the Customer which may vary according to the actual work undertaken as set out in Clause 4 of these Terms and Conditions; Any changes to the original quotation value due to job changes will require a signature/confirmation from the customer at every stage.  
"Services": The roofing services rendered by the Roofer as detailed in Clause 5 of these Terms and Conditions;  
"Service Agreement": The Agreement detailing proposed fees and services supplied by J Janes Roofing in accordance with Clause 2 of these Terms and Conditions  
"Visit": Any occasion, scheduled or otherwise, on which the Roofer shall visit the Property to render the Services.
2. Unless the context otherwise requires, each reference in these Terms and Conditions to:
  - a. "writing", and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;
  - b. "a statute" or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
  - c. "these Terms" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
  - d. "a Schedule" is a reference to these Terms and Conditions;
  - e. "a Clause" or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and
  - f. a "Party" or the "Parties" refer to the parties to the contract.
3. The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
4. Words imparting the singular number shall include the plural and vice versa.
5. Words in the masculine mean and include the feminine and vice versa.
6. References to persons shall include companies.

### 2. Orders & Basis of Contract

1. The Order constitutes an offer by the Customer to purchase Services in accordance with these Terms and Conditions.
2. The Order shall only be deemed to be accepted when the Roofer issues:
3. written acceptance of the Order;
4. oral acceptance of the Order;
5. or in the commencement of the services; (whichever is the earlier) at which point and on which date the Contract shall come into existence (**Commencement Date**).
6. These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
7. Any quotation provided by the Roofer shall not constitute an offer and is only valid for the period stated in the quotation, or where no period is stated a period of 30 Calendar Days from its date of issue.
8. If the Roofer is unable to accept the Order, the Roofer will inform the Customer of this and will not charge the Customer for the Services. This might be because of unexpected limits on resources which the Roofer could not reasonably plan for, because the Roofer has identified an error in the price or description of the Services or because the Roofer is unable to meet a specified requirement.

### 3. Deposit (if applicable)

At the time of accepting the Order, or not more than 14 days thereafter, the Customer shall be required to pay a Deposit to the Roofer. The Deposit shall be as agreed in the Service Agreement. The Services shall not commence until the Deposit is paid in full.

### 4. Fees and Payment

1. The Quoted Fee shall include the price payable for the Services and for the estimated Products required to render the Services as set out in the Service Agreement and/or Specification.
2. The Customer acknowledges and accepts that Quotations are provided on the basis of a very limited inspection of the roof at the Property and that no detailed survey is carried out. As a result, the Customer accepts that following the start of the Services further repair requirements and defects (**Additional Services**) may be required which would not have been visible or known to the Roofer at the time that the original Quotation was submitted. This may lead to an increase to the Quoted Value by reason of the Additional Services, or a consequence of additional and/or alternative Products being required. In such circumstances the Roofer will notify the Customer of the Additional Services and any changes to the Products which alter the Quoted Value. If such changes to the Quoted Value are unacceptable, Clause 9.3 shall apply in respect of cancellation rights.
3. Upon acceptance of the Quotation, J Janes Roofing will advise you of the payment schedule.
4. The Roofer shall issue the final invoice to the Customer when the provision of the Services outlined in the Quotation is complete. Final invoices must be paid on satisfactory completion of the Services rendered.
5. All invoices must be paid within 14 Calendar Days of issue.



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6. Should the Customer fail to submit any payment to the Roofer for the Services within the applicable timeframe, and such payment remains unsatisfied after 14 Calendar Days of the payment due date, the Roofer may exercise the right to suspend supply of all further Services until such time as the Customer has settled any outstanding amount. The Roofer will contact the Customer to inform them of any such suspension of Services.
7. If the Customer fails to make any payment to the Roofer by the due date, the Roofer may exercise the right to charge interest on the overdue amount applicable at the rate of 8% per annum above the Base Lending Rate of the Bank of England which is subject to fluctuate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement.
8. Should any changes to the rate of VAT be applied between the date of the Order and the date for the Services are supplied, the Roofer will adjust the rate of VAT that is to be paid, unless the Customer has already paid for the Services in full before the change in the rate of VAT takes effect.

## 5. Services

1. The Services shall be rendered in accordance with these Terms and the specification set out in the Service Agreement (as may be amended from time to time).
2. The Roofer shall ensure that the Services are rendered with reasonable care, skill, and competency. All works will be carried out in accordance with commonly accepted practices, standards, specifications, laws, regulations, and any applicable codes of practice within the Roofing Industry at the time that the Services are carried out.
3. The roofer shall ensure that any standing scaffold and ladders are compliant with current regulations and that any scaffolding will be erected and dismantled by a competent scaffolding contractor.
4. The Roofer shall notify you immediately if any changes are required to the Services and how they are to be provided. Any such changes will be kept to a minimum.

## 6. Materials

1. Ownership of all materials supplied by J Janes Roofing will remain the property of J Janes Roofing until paid for in full.
2. J Janes Roofing reserve the right to offer substitution products from those cited within the Quotation when supplying the services. Any such substitutions will be of equal, or improved performance in comparison.
3. Any samples, estimated performance figures, drawings, descriptive matter or advertising issued by the Roofer, and any descriptions of the Services contained in the Roofer's catalogues, brochures, or on the Roofer's website are issued or published for the sole purpose of giving an approximate idea of the Services described therein. They shall not form part of the Contract, nor shall they have any contractual force.
4. The Roofer may provide photographs, plans, or similar documents in advance of the Job. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Job, nor should be taken to guarantee specific results.
5. All salvage materials including scrap lead, slates, ridge tiles, and general roofing materials which are removed whilst providing the services shall become the property of J Janes Roofing. Allowance for such occurrences is deemed as included within the Quotation.

## 7. Customer's Obligations

1. The Customer agrees to comply with these Terms.
2. The Customer agrees to pay all invoices and any other charges in accordance with these Terms.
3. If any consents, licenses or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, it shall be the Customer's responsibility to;
  1. obtain them in advance of the commencement of the Services;
  2. provide access to any relevant information, materials, properties and any other matters we need in advance of the commencement of the Services.
4. The Customer shall ensure that all information provided to the Roofer is true, complete and accurate in all respects.
5. The Customer shall ensure that they notify their Insurers that our Services are due to be carried out.
6. The Customer shall ensure that the Roofer has safe and unhindered access to the Property at the Agreed Times to render the Services. If the Customer does not allow the Roofer access to the Property to perform the Services as arranged, the Roofer may charge the Customer additional and/or abortive costs as may be incurred as a result. If despite all reasonable efforts, the Roofer is unable to re-arrange access to the Property, the Roofer may terminate the contract.
7. The customer shall ensure that the Property is free from other trades. The customer must obtain J Janes Roofing's agreement should other contractors be required to be working at the Property during the time that J Janes Roofing are rendering the Services.
8. The customer shall not have access to, nor shall allow any third-party to have access to the scaffolding and/or mechanical hoist erected by us. J Janes Roofing cannot be held responsible for accidents or injury to any persons through the unauthorised use of, or alterations to the scaffolding and hoist facility.
9. The Customer shall treat the works area as strictly off-limits for the duration of the Services, including limiting traffic of pedestrians around the works area and prohibiting the movement of young children and animals around the works area.
10. The Customer shall remove or protect any items of value, (either monetary or otherwise), decorations, furniture, sensitive equipment, stored articles and possessions below the area that we are working before commencement to minimise risk of any damage or loss.
11. The Customer shall disclose to the Roofer any known defects, surveys, or reports either known or available which may affect the rendering of the Services.
12. The Customer shall ensure that the Roofer has suitable access to electrical outlets and a supply of hot and cold running water.

## 8. Cancellation of Contract During the Cooling Off Period

1. The Customer has a statutory right to a "cooling off" period. This period begins once the contract between the Roofer and the Customer is formed and ends at the end of 14 calendar days after that date.
2. If the Customer wishes to cancel the contract within the cooling off period the Customer should inform the Roofer immediately in writing, (i.e. by email or letter sent by post to the postal address specified above or otherwise notified to the Customer).
3. To meet the cancellation deadline, the Customer must send communication concerning the exercise of the right to cancel before the expiration of the cancellation period.
4. The Roofer will refund any monies due using the same method used to make the payment, unless the Customer has expressly agreed otherwise. In any case, the Customer will not incur any fees as a result of the refund.
5. The Roofer will process the refund due to the Customer as a result of a cancellation without undue delay and, in any case, within the period of 14 days after the day on which the Roofer is informed of the cancellation.
6. If the Agreed Date falls within the cooling off period, the Customer must make an express request for provision of the Services to begin within the 14 calendar day cooling off period. This request forms a normal part of the ordering process and will be set out in the Service Agreement. By making such a request the Customer acknowledges and agrees to the following conditions:
  1. If the Services are fully completed within the 14 calendar day cooling off period, the Customer will forego any right to cancel the Services.
  2. If the Customer cancels the Services after provision has begun but before it is complete the Customer will still be required to pay for the Services supplied up until the point at which the Customer informs the Roofer of his/her wish to cancel. The amount due shall be calculated in proportion to the full price of the Services and the actual Services already rendered. Any sums that have already been paid for the Services shall be refunded subject to deductions calculated in accordance with the foregoing. Refunds, where applicable, will be issued within 14 days and in any event no later than 14 calendar days after the Customer informs the Roofer of his/her wish to cancel. If on such cancellation the Services supplied to that date are such that the roof at the Property is not in a restored condition, then the following provisions shall also apply:
    - A. If possible, the Roofer shall at the Customer's option and cost reinstate the existing roof to the Property, or
    - b) If reinstatement is not possible, at the Customer's option and cost the Roofer shall provide temporary covering, roofing and/or boarding for the Property; and
    - c) The Roofer shall refund the Customer in full for any Services which have not been rendered less any costs deductible under clauses 8.6.2 (a) and (b).
7. Clause 9 applies to cancellation of the Services after the 14 calendar day cooling off period has elapsed.



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## 9. Cancellation after the Cooling Off Period & Cancellation where Additional Services Apply

1. The Customer may cancel or reschedule the Job at any time before the Agreed Date. Subject to the provisions of clause 9, the following shall apply to cancellation or rescheduling:
  1. If the Customer cancels the Job more than 28 days before the Agreed Date the Roofer shall issue a full refund of all sums paid, including the Deposit.
  2. If the Customer reschedules the Job more than 28 days before the Agreed Date the Roofer shall retain all sums paid, including the Deposit and shall deduct all such sums from any related balance payable on the rescheduled Job.
  3. If the Customer cancels the Job less than 28 days but more than 14 days before the Agreed Date the Roofer shall refund any sums paid less the Deposit.
  4. If the Customer reschedules the Job less than 28 days but more than 14 days before the Agreed Date the Roofer shall retain any sums paid including the Deposit and shall deduct all such sums (excluding the Deposit) from any balance payable on the rescheduled Job. A new Deposit shall be payable on the rescheduled Job.
2. If the Customer cancels or reschedules the Job less than 14 days before the Agreed Date the Roofer shall be entitled to full reimbursement for any such consequential costs.
3. The Customer may cancel the Job at any time before the Agreed Date and shall refund all sums paid, including the Deposit. In such circumstances that the Job is cancelled due to the Customer:
  1. Failing to make payment when due and failing to make payment within 14 days thereafter,
  2. Failing to provide J Janes Roofing within a reasonable time with information that is necessary for us to render the Services,
  3. Failing to comply with its obligations under clause 7,
4. The Roofer may deduct or charge the Customer reasonable compensation for the net costs it will incur as a result of the Customer's breach of the contract.

## 10. Liability, Indemnity and Insurance

- a. The Roofer shall ensure that he has in place at all times suitable and valid insurance which shall include public liability insurance.
- b. The Roofer's total liability for any loss or damage caused as a result of its negligence or breach of these Terms and Conditions or of the Service Agreement shall be limited to £1 million.
- c. The Roofer is not liable for any loss or damage suffered by the Customer which results from the Customer's failure to follow any instructions given by the Roofer.
- d. The Roofer shall not be responsible for any loss or damage that is unforeseeable.
- e. The Roofer does not exclude or limit in any way its liability to the Customer where it would be unlawful to do so. This includes liability for death or personal injury caused by the Roofer's negligence or the negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services. The Roofer will make good any damage to your Property caused whilst carrying out the Services. However, the Roofer is not responsible for the cost of repairing any pre-existing faults or latent damage to your property that may be discovered while providing the Services.
- f. The Roofer shall not be liable for any special, indirect, or consequential loss or damage of any kind, (whether foreseeable or not) including loss of profit, revenue, income, business, opportunity, goodwill or similar economic loss or damage.
- g. The Roofer shall not be liable for any Service or Product provided by any third-party, even if;
  1. Instructed by us on your behalf, or
  2. utilised by us in the provision of our Service.
- h. The roofer will use all due care and attention when working above existing ceilings. The Roofer shall not accept responsibility where damage is caused to ceilings or internal finishes.
- i. The Roofer shall not be held liable for;
  - i. any damage or consequential damage to the property or its contents caused by movement or vibration to ceilings, soffits and areas where internal finishes are fixed to structural members or timbers supporting our work.
  - ii. any damage caused to any area over which the roofer is required to work such as lower roofs and additions and the like.
- (a) J Janes Roofing reserve the right to request removal at the Customer's expense areas of sheeting or glazing, and to remove or otherwise protect anything as maybe necessary to facilitate the erection of scaffolding or the safe progress of works,
- (b) Should any areas or Customer items remain unprotected in the vicinity of the works, this is done so entirely at the Customer's sole risk. The Roofer cannot guarantee that;
  1. the flat roof will not hold any water after completion of the works, unless we have specified that the works include building a new timber frame to increase the pitch of the roof.
  2. there will be no ponding of water on the flat roof following refurbishment works/waterproofing works of new roofs where the roof structure was completed by others.

## 11. Guarantee

1. The manufacturer insurance backed guarantee will be made available to the customer. The duration of the guarantee will be specified within the quotation, where applicable.
  2. No guarantees are enacted until such time as full payment for the works has been received.
- (This does not affect the Customer's rights to remedy under the Consumer Rights Act 2015)
3. The Roofer offers their own workmanship guarantee of 2 years on;
    1. new roofs,
    2. complete roof replacements.
  4. The Roofer does not offer any guarantees for repair work.
  5. The guarantee is conditional on the following criteria;
    1. the Customer taking all reasonable measures to maintain the roof in a serviceable condition;
    2. the Customer advising the Roofer in writing of any leaks arising in the roof within 10 days of discovery;
    3. the Customer providing the roofer with reasonable access to the roof within business hours.

## 12. Data Protection

The Roofer will not share the Customer's personal data with any third parties for any reasons without the prior consent of the Customer. Such data will only be collected, processed and held in accordance with the Roofer's rights and obligations arising under the provisions and principles of the Data Protection Act 1998.

## 13. Force Majeure

1. No Party to the Agreement will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.
2. In the event that a Party to the Agreement cannot perform their obligations thereunder as a result of force majeure for a continuous period, the other Party may at its discretion terminate the Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services completed up to the date of termination. Such payment shall account for any prior contractual commitments entered into in reliance on the performance of the Agreement.



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## 14. Termination & Effects of Termination

1. Either Party may immediately terminate the Agreement by giving written notice to the other Party if:
  1. any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within 14 Calendar Days of the due date for payment;
  2. the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, and fails to remediate within 14 Calendar Days after being given written notice giving full particulars of the breach requiring it to be remedied;
  3. an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
  4. the other Party makes any voluntary arrangement with its creditors or being a company, becomes subject to an administration order, (within the meaning of the Insolvency Act 1986);
  5. the other Party, being an individual or firm, has a bankruptcy order made against it or being a company, goes into liquidation, (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);
  6. anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
  7. that other Party ceases, or threatens to cease, to carry on business; or
  8. control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of this Clause 14, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
2. For the purposes of sub-Clause 14.1.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
3. The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.
4. Upon the termination of the Agreement for any reason:
  1. any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;
  2. all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;
  3. termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which exist at or before the date of termination; and,
  4. subject as provided in this Clause 15 and except in respect of any accrued rights, neither Party shall be under any further obligation to the other.

## 15. No Waiver

No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

## 16. Set-Off

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the Agreement or any other agreement at any time.

## 17. Assignment and Sub-Contracting

The Roofer shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of the Roofer.

## 18. Time

The Parties agree that the times and dates referred to in the Service Agreement are for guidance only and are not of the essence of the Agreement and may be varied by mutual agreement between the Parties.

## 19. Third Party Rights

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

## 20. Notices

1. All notices under the Agreement shall be in writing and shall only be deemed as given if signed by or on behalf of, a duly authorised officer of the Party giving the notice.
2. Notices shall be deemed to have been duly given:
  1. when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient, or
  2. when sent, if transmitted by e-mail and a successful return receipt is generated,

In each case notices shall be addressed to the most recent address or e-mail address as notified to the other Party.

## 21. Entire Agreement

1. The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an Agreement in writing signed by the duly authorised representatives of the Parties.
2. Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

## 22. Law and Jurisdiction

1. The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the current laws of England and Wales.
2. Subject to the provisions of Clause 28, any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall solely within the jurisdiction of the courts of England and Wales.