



BRADSHAW ROOFING

CONTRACTORS LLP.

Bradshaw Roofing Contractors LLP

TERMS AND CONDITIONS

These are the General Terms and Conditions for the supply and Fit or Installation of roofing products by Bradshaw Roofing Contractors LLP.

These Terms and Conditions, combined with Our Quotation provided, contain the entire obligations between You and Us. In the case of any inconsistency between any letter, or Quotation incorporating or referring to these Terms and Conditions and letter or form of contract sent by You to Us, whatever may be their respective dates, the provisions of these conditions shall prevail. Please read this document carefully as We intend to rely on it.

These Terms and Conditions create binding legal obligations for You and Us. Before accepting Our quotation, You should read this document carefully and ensure it contains everything You require and nothing unacceptable to You. If there is anything that You do not understand please contact Us immediately or seek Your own advice.

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in these conditions.

Contract/Quotation: the Contract between You and Us for the supply and fit or installation of Goods which is formed when you accept our Quotation, incorporating all these conditions. The Quotation will be sent to you via email or text message through our Quoting system Powered Now.

Goods: any goods that we agree in the contract to supply to you (including any part or parts of them).

Location: the premises where the services are to be carried out.

Our, Us, or We: Bradshaw Roofing Contractors LLP, a Limited Liability Partnership registered in England and Wales with company registration number OC430753 and whose registered office is at 43 Sergeant Street, Colchester, Essex, CO2 7GR.

Services: the installation and fitting services We have agreed to supply and/or fit to you as more specifically described in Your final Quotation.

You, Your or The Customer: the person, firm or company who purchases services from Us being a party to the Contract.

If there are more than one of you, then You means both of you, and Your obligations are joint and several.

1.2 A reference to a particular law is a reference to It as it is in force for the time being taking account of any amendment, extension, application or re-enactment.

1.3 Headings do not affect the interpretation of these conditions.

1.4 A reference to writing or written includes a written hard copy.

1.5 A reference to a day is to a calendar day unless stated otherwise.

2. SUPPLY AND INSTALLATION OF GOODS

2.1 We shall look at the work that needs to be carried out and discuss Your requirements with You and subject to Your compliance with clause 3.2. We shall supply appropriate Goods for Your situation and arrange for the provision of Our services.



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- 2.2 Before We can arrange for the supply of our services to You, You must:
- 2.3 Accept Our quotation without amendment, using our online Quoting system, Powered Now, written confirmation or email confirmation. Our quotation is only valid for a period of 30 days from its date, unless it states otherwise, provided that We have not previously notified You that We have withdrawn it.
- 2.4 You will be responsible for ensuring the completeness and accuracy of Your Quote, and for providing Us with any relevant information relating to it.
- 2.5 Once You have accepted our Quotation we will be in contact with You to discuss further arrangements.

3. ADVICE

- 3.1 Before carrying out a re-roof we advise You to independently seek advice from a structural engineer/ building inspector to confirm that the property has no underlying issues that may affect any potential works undertaken by Bradshaw Roofing Contractors LLP. Our Quote unless stated otherwise assumes the property is therefore structurally sound and works can proceed.
- 3.2 You warrant to Us that You have provided Us with all relevant information about the service you require.
- 3.3 Any advice We provide to You about the storage and application of the goods which is not confirmed by Us in writing is taken entirely at Your risk and given without liability to Us or Our employees or sub-contractors.

4. YOUR OBLIGATIONS

- 4.1 You must:
 - (a) Co-operate with Us in all matters relating to the provision of the Services;
 - (b) Comply with clauses 3.1, 3.2 and 3.3
 - (c) Provide Us, in a timely manner and at no charge, with access to the Location
 - (d) Provide Us, in a timely manner, such information as We may reasonably require to comply with Our Services and ensure that it is accurate in all respects;
 - (e) Be responsible (at Your own cost) for preparing the Location in advance of Our performance of the Services;
 - (f) Inform Us of all health and safety rules and regulations and any other reasonable security requirements that apply at the location;
 - (g) Inform Us of any particular features that You know about or that You reasonably suspect might make the provision of Our Services more difficult than We might reasonably expect;
 - (h) Obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services before the date on which Our provision of the Services is to start;
 - (i) Ensure that You have permission to use plans or drawings You supply to Us
 - (j) Comply with all Clauses under Guarantees for Our Guarantees to be valid.
 - (k) When entering Our online competitions through our website and/or social media, You must provide us with all information stated and follow all competition instructions to be entered. Ensure this is all done before the expiry date shown on the competition.
 - (l) Occasionally Bradshaw Roofing Contractors LLP run promotions. It is Your responsibility to ensure You show Us the correct information that is stated on the promotion for the promotion to be valid. On Our promotions it will clearly state the duration that it is running. It is Your responsibility to make Us aware that You would like to proceed with the promotion before we



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send you a Quotation. If You do not make us aware that you would like to proceed with the promotion before Quotation, We cannot apply it to Your Quotation after We have sent it to You.

5. OUR OBLIGATIONS

- 5.1 We will use reasonable endeavours to provide the Service to You at the Location and reasonable skill and care at the Location.
- 5.2 We shall use reasonable endeavours to meet any performance dates specified in the Quotation but any such dates shall be estimates only and time shall not be of the essence for the delivery of the Goods or the performance of the Services.
- 5.3 We shall use reasonable endeavours to observe all health and safety rules and regulations and security requirements that You have notified Us about prior to Our commencement of the provision of the Services provided that if as a result of such observation We shall not be liable under the Contract if We are in breach of any of Our obligations under the contract.
- 5.4 Upon arrival at the Location before We commence the provision of the Services, We will carry out an inspection to confirm, so far as is practicable, that You have complied with Your obligations pursuant to the Contract. If any information You have provided or any assumptions We have reasonably made are not correct, and You have not previously drawn this to Our attention then:
 - (a) We may terminate the Contract immediately, and in such circumstances, We will refund any payment made by you less any charges we have reasonably incurred in relation to the supply of the Goods and the provision of the Services at the time of termination; or
 - (b) We will advise You of the variations required to the Goods or the Services for which the additional fees will apply. If you fail to agree such additional charges, We shall not be obligated to carry out the Services or the additional works, and the provisions of clause 5.4 (a) will apply.

6. PRICE

- 6.1 Unless otherwise agreed by Us in writing, the price for the goods and for the provision of Our services shall be the price set out in Our quotation
- 6.2 Unless otherwise stated, the price for the Goods and Services shall be inclusive of any value added tax (VAT) and all cost or charges We incur in relation to the project, all of which amounts You must pay.

7. PAYMENT

- 7.1 We shall be entitled to invoice You for Our charges (Our "Invoice") on or at any time after the contract is formed, even though delivery of the Goods may not have occurred or the provision of Our Services may not have commenced or concluded.
- 7.2 You must pay Our Invoice in full within 7 days of receipt, unless an alternative payment plan has been agreed by both parties.
- 7.3 Payment of Our Invoice is due in cleared funds and in pounds sterling.
- 7.4 Time for payment shall be of the essence of the Contract.
- 7.5 All payments due to Us under the Contract shall become due immediately on its termination despite any other provision.
- 7.6 You must make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless You have a valid court order requiring an amount equal to such a deduction to be paid by Us to You, This does not apply to any deductions that We have agreed with You may be made.



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- 7.7 We reserve the right to provide You with interim Invoices at regular intervals during the provision of the Services. Such additional Invoice need not coincide with key stages in the provision of the Services. Payment is due on demand, and We reserve the right to cease the provision of Services until payment is received in full in cleared funds from You.
- 7.8 If You fail to pay Us any sum due to Us, then without prejudice to any other right or remedy available to Us, We shall be entitled to;
- (a) Cancel the Contract; and
 - (b) Suspend any further deliveries of Goods to You; and
 - (c) Suspend any further provision of Services to You; and
 - (d) Charge You interest on such sum from the due date for payment at the annual rate of 4 percent above the base lending rate from time to time of National Westminster Bank plc accruing on a daily basis until payment is made, whether before or after any judgment. We reserve the right to claim interest under the Late Payment Of Commercial Debts (Interest) Act 1988.
- 7.9 Bradshaw Roofing Contractors LLP offer payment plans. Payment plans are set out so You can pay the invoice over a longer period of time. Each payment plan is customised based on each individual job; however, it is not always possible to have a payment plan on every job carried out. It is within Bradshaw Roofing Contractors rights to decide the duration of the payment plan and how much You will pay monthly. Payment plan information will be set out clearly in a Quotation via Powered Now for You to accept or decline at your own discretion.

8. CUSTOMER DETAILS

- 8.1 Bradshaw Roofing Contractor LLP use the Quoting and Invoicing system, Powered Now. Your details are stored securely on Powered Now; following The Data Protection Act 2018. Powered Now use sub – processors. Each sub processor will agree to keep the data confidential, with the exception of where it is required to satisfy a lawful request from a legally authorised entity. Your names, addresses, email, phone numbers and any other electronic means of contacting You are stored with Powered Now. By accepting a Quote from Us, you are confirming you are happy for Powered now to store your data. This is clearly shown on the Quote that You will receive. Under The Data Protection Act 2018 You are fully within your rights to object to this. You are also within your right to find out what data We store about You. If You would like to know more about where your details are stored and the duration they are stored for please go to <https://www.powerednow.com/privacy-policies> alternatively call 0800 368 8153 to speak to a member of their team.
- 8.1 Under The Data Protection Act 2018 - If you previously gave your consent for Bradshaw Roofing Contractors LLP to use your personal data, you can contact Us and you are within your rights to withdraw your permission at any time. Once you've withdrawn your permission, We will Contact Powered Now and request them to remove your data permanently.

9 APPLICATION OF TERMS

- 9.1 These conditions apply to all of Our Services to You and any variation to these conditions and any representations about the Services shall have no effect unless expressly agreed in writing and signed by Us.
- 9.2 You acknowledge that You have not relied on any statement, promise or representation made or given by or on behalf of Us which is not set out in the Contract. Nothing in this condition shall exclude or limit Our liability for fraudulent misrepresentation.



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10 DESCRIPTION

- 10.1 The quantity and description of the Goods and the provision of the Services shall be as set out in Our Quotation.
- 10.2 All of Our Samples, drawings, descriptive matter, specifications and advertising and any of Our descriptions or illustrations contained on Our social medias or websites are issued or published for the sole purpose of giving an approximate idea of the Goods and services described in them. They shall not form part of the Contract and this is not a sale by sample.
- 10.3 Some Goods used are derived from natural products, and therefore small variations in their characteristics including but not limited to their colour, size, weight, texture and appearance are inevitable and shall not be grounds for You to reject them or otherwise renegotiate the terms of the Contract.

11 DELIVERY

- 11.1 Unless We state otherwise in writing, delivery of the Goods shall be to the Location prior to the commencement of the provision of Our Services.
- 11.2 Any dates specified by Us for delivery of the Goods and provision of the Services, including any date for stages in or the completion of the provision of Our Services, are only intended to be an estimate and time for delivery or performance shall not be made of the essence by notice. Since many of the Goods are imported, delivery to You is subject to receipt to Us of the Goods, and delivery times can be beyond Our control due to factors including but not limited to adverse weather conditions, port conditions, and third party suppliers and handlers. If no dates are specified, delivery and services shall be within a reasonable time.
- 11.3 Goods may be delivered in advance of any estimated delivery date We give You with reasonable prior notice.
- 11.4 We may deliver the Goods to the Location by separate instalments.
- 11.5 You must ensure that there is sufficiently clear access for a large delivery vehicle to deliver the Goods to the Location during the hours of 8am to 6pm Monday to Friday.
- 11.6 You shall provide at the Location at Your own expense adequate and appropriate equipment for storing the Goods.

12 RISK AND OWNERSHIP

- 12.1 Risk in the Goods passes once the Goods have been unloaded from the delivery vehicle at the Location, which means that You must insure the Goods from this point.
- 12.2 Until ownership of the Goods has passed to You, You must:
- (a) Store the Goods (at no cost to Us) Separately from all of Your other goods or those of any third party in such a way that they remain readily identifiable as Our property;
 - (b) Not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
 - (c) Not mix the Goods or any part of the Goods with any other material, including but not limited to chemicals or adhesives; and
 - (d) Not pledge or in any way charge or encumber the Goods; and
 - (e) Maintain the Goods in a satisfactory condition and keep them insured on Our behalf for their full price against all risks to Our reasonable satisfaction. On Our request, You shall produce the policy of insurance to Us.



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12.3 You grant Us, Our employees and Our subcontractors an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where Your right to possession has terminated, to recover them.

12.4 Where We are unable to determine whether any Goods are the goods in respect of which your right to possession has terminated, You shall be deemed to have sold all goods of the kind sold by Us to You in the order in which they were invoiced to You.

13 GUARENTEES

13.1 Bradshaw Roofing Contractors LLP guarantee that if within a 10 year period after installation by Us – If the roof proves to be defective by reason of a fault in our installation or fixing procedure we undertake to repair free of charge to the customer, that section of the roof in question.

13.2 Bradshaw roofing Contractors LLP guarantee that if within a 3 year period after repairing a roof - If the roof proves to be defective by reason of a fault in our installation or fixing procedure we undertake to repair free of charge to the customer, that section of the roof in question.

13.3 The guarantee starts from the date the invoice was created.

13.4 The guarantee is only valid if:

- (a) The customer taking all reasonable measures to maintain the roof in a serviceable condition.
- (b) The Customer advises Us in writing of any leaks arising in the roof within 10 days of discovery.
- (c) The invoice has been paid in full.

13.5 The Guarantor, installers, employees and subcontractors must be given free access to the roof during normal business hours.

13.6 This Guarantee shall be in respect of the service life of the installation and materials in relation to the effect of normal weather conditions. It shall not apply if damaged by any other means, such as subsidence, vandalism or tampering of any kind or excessive foot traffic over areas not previously stated by the customer to be used for this purpose.

13.7 Excludes Consequential loss.

13.8 We will not be responsible where another contractor has been engaged on work to the roof.

13.9 This Guarantee is transferable.

14 CANCELLATION

14.1 You may cancel within 14 days of accepting a Quote by written notice to Us. If you cancel the Quote, Your liability to Us shall be limited to payment for all costs We have reasonably incurred in fulfilling the Order up to the date deemed receipt of the amendment or cancellation.

14.2 Where the amendment or cancellation results from Our failure to comply with Our Obligations You shall have no liability to Us in respect of it.

15 TERMINATION

15.1 We shall be entitled to terminate the Contract if You become bankrupt or otherwise insolvent, or make any arrangements with Your creditors. In such circumstances, We will only supply the Goods and perform the Services to the extent that they have been paid for.

15.2 On termination of the Contract, howsoever caused;

- (a) You shall immediately pay Us all of Our outstanding unpaid Invoices, which shall be payable immediately on receipt; and



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- (b) Our and Your accrued rights and liabilities as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

16 LIMITATION OR LIABILITY

16.1 If either of You or Us are in breach of the Contract, neither You or Us will be responsible for any losses that the other suffers as a result, except those losses which are foreseeable consequence of the breach. Losses are foreseeable when they could be contemplated by You and Us at the time the Contract is formed. We are not responsible for indirect losses which happen as a side effect of the main loss of damage and which are not foreseeable by You and Us such as loss of profits or loss of opportunity.

16.2 The following provisions set out Our entire financial liability (including any liability for the acts or omissions of its employees, Us, agents and sub – contractors) to You in respect of:

- (a) Any breach of these conditions;
- (b) Any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

16.3 Nothing in these conditions excludes or limits Our liability:

- (a) For death or personal injury caused by Our negligence; or
- (b) For any matter which is would be illegal for Us to exclude or attempt to exclude Our liability for; or
- (c) For fraud or fraudulent misrepresentation; or
- (a) We shall not be liable to You for any loss of profit, loss of business, depletion of goodwill, or loss of anticipated savings in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with Contract.

17 ASSIGNMENT AND SUB – CONTRACTING

17.1 Provided that Your rights under the Contract are not prejudiced in a significant way, We may assign the Contract or any part of it to any person, firm or company without further reference to You.

17.2 We may sub-contract the provision of the Services to You, and We will remain liable for the actions of Our sub-contractors.

17.3 You are not entitled to assign the Contract or any part of it without Our prior written consent.

18 FORCE MAJEURE – EVENTS OUTSIDE OUR CONTROL

We reserve the right to defer the date of delivery, Our services or to cancel the Contract (without liability to You) if We are prevented from or delayed in the carrying on Our business due to circumstances beyond Our reasonable control including, without limitation, acts of God, government actions, failure of utility supplier, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, pandemic, lock outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delays in obtaining supplies or adequate or suitable materials, provide that, if in the event in question continues for a continuous period in excess of 180 days, You shall be entitled to give Us written notice to terminate the Contract.



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19 GENERAL

- 19.1 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such a provision shall continue in full force and effect.
- 19.2 Our failure or delay to enforce any provision of the Contract shall not be construed as a waiver or any of Our rights under the Contract.
- 19.3 Any waiver by Us of any breach of, or any default under, any provision of the Contract by You shall not be deemed a waiver of any subsequent breach of default and shall in no way affect the other terms of the Contract.
- 19.4 Neither You or Us intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 19.5 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between You and Us, not constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 19.6 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non – contractual disputes or claims) shall be governed by and constructed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

20 COMMUNICATIONS

- 20.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre- paid first class post:
- (a) In case of communications to Us to our office at 43 Sergeant Street, Colchester, Essex. CO2 7GR or such changed address as We shall notify to You; or
 - (b) In the case of the communications to You or Your registered office or to any address You set out in any document which forms part of the Contract or such other address as You shall notify to Us.
- 20.2 Communications shall be deemed to have been received:
- (a) If sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
 - (b) If delivered by hand, on the day of delivery
 - (c) Communications addressed to Us shall be marked for the attention of Lucy Bradshaw.

21 COMPETITIONS AND PROMOTIONS

- 21.1 Our online competitions and promotions We run on social media and/or our website belong entirely to Bradshaw Roofing Contractors LLP. They are not endorsed, sponsored or administered by Facebook or Instagram, nor is Facebook or Instagram associated with the competition or promotion. Facebook and Instagram are released from any responsibility to entrants or participants in Our competitions and promotions.
- 21.2 Competitions and promotions will clearly state on them the expiry date of which You need to abide. Please refer to Clause 4.1 (k) and 4.1 (l) which refer to Your obligations in our promotions and competitions.
- 21.3 Bradshaw Roofing Contractors LLP are very proud of our work and would like the opportunity to take photographs of various aspects of work completed. If you object to photographs being taken of your roof when completed, please inform us in writing. These photographs may be used for Our advertising. Rest assured no details will ever be revealed as to the identity of the building.



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22 ROOF SURVEYS

22.1 All properties that are on the market, either for sale, sale pending, sold and subject to contract - The price for these surveys / Quotes is a standard rate of £200. This amount is fully refundable, if we are later instructed by you to carry out any of the required works.

23 INSURANCE

23.1 Bradshaw Roofing Contractors LLP carry full public liability insurance. Our policy documents are available on request.