TERMS AND CONDITIONS (B2C)

BACKGROUND:

These Terms and Conditions are the standard terms which apply to the provision of roofing services by All Roofing Works Ltd ("the Trader") to customers who require roofing services to be provided at their home. Please read them carefully and ensure that you understand and agree to them. If you have any questions, please contact us.

These Terms and Conditions apply only where the customer is a "consumer" as defined by the Consumer Rights Act 2015.

1. **Definitions and Interpretation**

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Agreement"	means the contract between You and Us comprising the Quotation, these Terms and Conditions, and any documents expressly incorporated into them;
"Consumer"	means an individual acting wholly or mainly for purposes outside their trade, business, craft, or profession;
"Deposit"	means the advance payment payable by You before commencement of the Works;
"Final Fee"	means the total amount payable by You for the Works, including any Variations, additional works, materials, charges, or adjustments;
"Materials"	means all goods, products, components, fixtures, fittings, equipment, consumables, and other items supplied or used by Us in connection with the Works;
"Property"	means the property, premises, land, or location where the Works are to be carried out;
"Quotation"	means Our written quotation, proposal, estimate, specification, scope of works, or pricing document issued to You;
"Variation"	means any amendment, addition, omission, alteration, modification, change in scope, change in specification, or additional work requested by You or required during the Works
"Services"	means the roofing services, roof repairs, roof replacements, roof maintenance, flat roofing, pitched roofing, guttering, fascia and soffit works, leadwork, roofline services, solar-related roofing works, and any ancillary services detailed within the Quotation;
"Works"	means the Services, labour, Materials, and all associated works to be carried out by Us as detailed within the Quotation and Agreement;
"We/Us/Our"	means All Roofing Works Ltd. We may carry out the Works through Our employees, agents, representatives, and authorised subcontractors; and
"You/Your"	means the Consumer purchasing the Services from Us.

2. **Information about Us**

2.1 We are a Limited Company.

2.2 We are registered in England under number 16405956.

2.3 Our registered office is at 1 Broadwater Boulevard, Worthing, BN14 8JE.

3. **Communication and Contact Details**

If You wish to contact Us with questions or complaints, You may contact Us by telephone at 01903 802085 or by email at info@allroofingworks.com.

4. **Orders**

4.1 We shall provide You with a written Quotation detailing the proposed Works, pricing, payment schedule, and any specific assumptions, exclusions, or limitations relating to the Works.

4.2 Unless otherwise stated in writing, all Quotations shall remain valid for a period of thirty (30) calendar days from the date of issue. After this period, We reserve the right to amend or withdraw the Quotation without notice.

4.3 A Quotation does not constitute a legally binding agreement and is an invitation for You to instruct Us to carry out the Works.

4.4 A legally binding Agreement shall only come into existence once You have accepted the Quotation, paid any required Deposit, and We have confirmed acceptance of the instruction.

4.5 You are responsible for ensuring that all information, measurements, specifications, drawings, plans, requirements, and instructions supplied to Us are accurate and complete.

4.6 We shall be entitled to rely upon any information, plans, specifications, surveys, drawings, measurements, or instructions supplied by or on behalf of You and shall not be liable for any loss, delay, cost, defect, or additional work arising from inaccurate, incomplete, or misleading information.

4.7 Any amendments to the scope of the Works requested after acceptance of the Quotation shall constitute a Variation and may result in additional charges, revised timescales, or both.

4.8 We reserve the right to amend, revise, or withdraw any Quotation prior to acceptance where there has been an error, omission, material price increase, supplier increase, change in site conditions, or any circumstance which materially affects the proposed Works.

4.9 Any sketches, drawings, photographs, specifications, illustrations, descriptions, measurements, or similar documents provided by Us are for guidance purposes only and shall not form part of the Agreement unless expressly stated otherwise in writing.

4.10 No variation to these Terms and Conditions shall be valid unless agreed in writing by Us.

5. **Deposit**

5.1 A deposit of ten percent (10%) of the total Contract value shall be payable upon acceptance of the Quotation. No booking, commencement date, labour allocation, material order, or slot within Our schedule shall be secured until the Deposit has been received in cleared funds. Where You are entitled to a refund of the Deposit under these Terms and Conditions or under applicable consumer protection legislation, We shall be entitled to deduct only such reasonable costs, losses, and expenses as We have actually incurred as a result of the cancellation.

5.2 Following payment of the Deposit, You shall make staged payments as follows:

Forty percent (40%) shall become due once the first day's works have been completed and the required Materials have been delivered to the Property.

Thirty percent (30%) shall become due upon practical completion of the Works.

The final twenty percent (20%) shall become due following the removal of scaffolding and completion of any agreed snagging items.

5.3 Where You cancel the Agreement after acceptance of the Quotation, We reserve the right to retain the Deposit to cover administration costs, scheduling commitments, losses arising from reserving labour and resources, and any Materials ordered or costs incurred prior to cancellation.

5.4 If the Deposit is insufficient to cover the costs, losses, or expenses incurred by Us as a result of the cancellation, We reserve the right to invoice You for any shortfall.

5.5 Nothing in this Clause shall affect Your statutory cancellation rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 where applicable.

6. **Fees and Payment**

6.1 The Contract Price is based upon the information available to Us at the time the Quotation is prepared and may be adjusted where additional works, Variations, hidden defects, unforeseen site conditions, or additional Materials are required.

6.2 You acknowledge that roofing works are often dependent upon the condition of the existing structure and that certain defects, issues, or additional requirements may only become apparent once the Works have commenced.

6.3 Where additional works are required, We shall notify You as soon as reasonably practicable and provide details of any additional costs before proceeding where possible.

6.4 Any Variation requested by You must be agreed in writing before the additional works are carried out. We reserve the right to refuse any Variation request.

6.5 All prices are inclusive of VAT unless expressly stated otherwise within the Quotation. If the applicable rate of VAT changes, We reserve the right to

adjust the amount payable accordingly.

6.6 We reserve the right to request payment for additional Materials, specialist equipment, access requirements, disposal costs, or third-party charges incurred during the Works where such costs were not reasonably foreseeable at the date of the Quotation.

6.7 We shall be entitled to issue staged invoices, Variation invoices, and final invoices in accordance with the payment structure detailed within the Quotation and these Terms and Conditions.

6.8 You should raise any query relating to an invoice as soon as reasonably practicable, and in any event within fourteen (14) calendar days of receipt, so that any query can be investigated promptly. This does not affect Your statutory rights or Your right to dispute any sum that is not properly due.

6.9 Our entitlement to payment shall not be affected by minor defects, snagging items, weather delays, scaffold removal dates, third-party delays, or matters beyond Our reasonable control, provided the substantial part of the Works has been completed.

6.10 If any payment remains outstanding beyond the due date, We reserve the right to charge interest at a rate of 8% per annum above the Bank of England base rate until payment has been received in full.

6.11 Ownership of all Materials supplied by Us shall remain with Us until payment has been received in full for all sums due under the Agreement.

7. Services

7.1 We shall carry out the Works with reasonable care and skill and in accordance with accepted industry standards and good roofing practice.

7.2 The scope of the Works shall be limited to those services expressly detailed within the Quotation, together with any Variations agreed in writing between the parties.

7.3 Whilst We shall take reasonable care when preparing a Quotation, all Quotations are based upon a visual inspection of the Property and information available at the time. We shall not be responsible for hidden defects, structural issues, rotten timbers, defective membranes, water damage, asbestos, inadequate support structures, or any other unforeseen conditions which are not reasonably apparent prior to commencement of the Works.

7.4 Where hidden defects, unforeseen conditions, or additional works are discovered during the Works, We reserve the right to suspend the affected works, revise the Quotation, and recover any additional costs reasonably incurred.

7.5 We reserve the right to use suitably qualified employees, subcontractors, suppliers, and specialist contractors where reasonably necessary for the completion of the Works.

7.6 We shall use reasonable endeavours to source the Materials specified within the Quotation. Where specified Materials become unavailable, discontinued, or unsuitable, We reserve the right to supply equivalent alternatives of a similar quality and specification following consultation with You.

7.7 The timing and duration of the Works are estimates only and may be affected by weather conditions, site conditions, material availability, access restrictions, health and safety requirements, or other circumstances beyond Our

reasonable control.

7.8 We shall take reasonable steps to keep the working area safe and tidy during the Works. However, construction and roofing activities are inherently disruptive and You acknowledge that some disturbance, noise, dust, vibration, and restricted access may occur during the performance of the Works.

7.9 We may take photographs and videos before, during, and after the Works for record keeping, quality control, training, dispute resolution, and marketing purposes. If You do not wish photographs or videos of the Works to be used for marketing purposes, You must notify Us in writing before commencement of the Works.

7.10 Ownership of all Materials supplied by Us shall remain with Us until payment has been received in full for all sums due under the Agreement.

7.11 We shall not be responsible for delays, additional costs, or losses arising from inaccurate information, measurements, specifications, drawings, instructions, or requirements supplied by or on behalf of You.

7.12 Any advice, recommendations, estimates, projections, or opinions provided by Us are given in good faith based upon the information available at the time and shall not constitute a guarantee unless expressly confirmed in writing.

8. Faulty Products

8.1 Any Materials supplied by Us shall be of satisfactory quality and fit for their intended purpose at the time of supply.

8.2 Where a Material is found to be defective, We shall be entitled to inspect the alleged defect and, where appropriate, repair, replace, or otherwise remedy the issue.

8.3 Any manufacturer's warranty, guarantee, or product warranty shall apply in accordance with the relevant manufacturer's terms and conditions. We shall provide reasonable assistance in relation to warranty claims where reasonably requested.

8.4 We shall not be liable for any defect, deterioration, damage, or failure arising from fair wear and tear, accidental damage, misuse, neglect, improper maintenance, unauthorised alterations or repairs carried out by third parties, structural movement, subsidence, defects within the existing Property, or any event beyond Our reasonable control.

8.5 You must notify Us in writing as soon as reasonably practicable after becoming aware of any alleged defect in any Materials supplied by Us.

8.6 We shall be given a reasonable opportunity to inspect any alleged defect before any third party is instructed to undertake investigation, repair, replacement, or remedial works.

8.7 We shall not be responsible for the costs of any third-party inspections, reports, repairs, replacements, or remedial works carried out without first providing Us with a reasonable opportunity to inspect and address the issue.

9. Problems with Our Service

9.1 We shall carry out the Works with reasonable care and skill and in accordance with accepted industry standards and good roofing practice.

9.2 If You believe there is a defect in the Works or that the Works have not been carried out with reasonable care and skill, You must notify Us in writing as soon as reasonably practicable and provide reasonable details of the issue.

9.3 Upon receiving notification of an alleged defect, We shall be entitled to inspect the Works and investigate the matter within a reasonable period of time.

9.4 Where We accept that a defect has arisen as a result of Our workmanship, We shall be given a reasonable opportunity to carry out any necessary remedial works at no additional cost to You.

9.5 You shall not instruct any third party to undertake inspection, repair, replacement, or remedial works without first providing Us with a reasonable opportunity to inspect and rectify the issue.

9.6 We shall not be responsible for the costs of any third-party inspections, reports, repairs, replacements, or remedial works undertaken without Our prior knowledge and reasonable opportunity to remedy the alleged defect.

9.7 We shall not be liable for defects, damage, or deterioration arising from fair wear and tear, accidental damage, misuse, neglect, lack of maintenance, structural movement, subsidence, extreme weather conditions, or works carried out by third parties.

9.8 Nothing within these Terms and Conditions shall affect Your statutory rights as a consumer under applicable consumer protection legislation.

10. Your Obligations

10.1 You shall provide Us with safe, unrestricted, and timely access to the Property for the purpose of carrying out the Works.

10.2 You shall ensure that all relevant information relating to the Property, existing roof structure, previous repairs, defects, surveys, drawings, specifications, and known issues is disclosed to Us before commencement of the Works.

10.3 You shall obtain, at Your own cost, any permissions, licences, approvals, consents, landlord permissions, planning permissions, building control approvals, or other authorisations required in connection with the Works unless expressly agreed otherwise in writing.

10.4 You shall provide access to electricity, water, and any other facilities reasonably required for the efficient completion of the Works.

10.5 You shall ensure that all working areas are safe, accessible, and free from obstructions which may prevent or delay the Works.

10.6 You shall be responsible for the protection and removal of any vehicles, furniture, fixtures, fittings, equipment, or personal belongings located within or around the working area unless otherwise agreed in writing.

10.7 You shall promptly provide any instructions, approvals, decisions, or information reasonably requested by Us to avoid delays to the Works.

10.8 You shall ensure that the Property remains adequately insured throughout the duration of the Works.

10.9 Where You fail to provide access, information, approvals, facilities, or cooperation required for the completion of the Works, We reserve the right to suspend the Works and recover any reasonable costs, losses, delays, or additional expenses incurred as a result.

10.10 Any delay, loss, damage, additional cost, or extension of time arising from Your act, omission, instruction, failure to cooperate, or breach of these Terms and Conditions shall entitle Us to recover Our reasonable losses and revise any estimated completion dates accordingly.

11. Complaints and Feedback

11.1 We are committed to providing a high standard of service and welcome feedback from Our customers.

11.2 If You are dissatisfied with any aspect of the Works or the service provided by Us, You should notify Us as soon as reasonably practicable and provide details of Your complaint in writing.

11.3 Upon receipt of a complaint, We shall investigate the matter and respond within a reasonable period of time.

11.4 Where appropriate, We shall be given a reasonable opportunity to inspect the Works and, where a genuine issue is identified, to carry out any necessary remedial works before any third party is instructed.

11.5 Nothing in this Clause affects Your statutory rights as a consumer.

11.6 Complaints should be submitted by email to info@allroofingworks.com.

12. Changes to the Works and Start Date

12.1 Any request by You to postpone, delay, reschedule, or otherwise change the agreed commencement date or programme for the Works must be made in writing as soon as reasonably practicable.

12.2 We shall use reasonable endeavours to accommodate any requested change but cannot guarantee that alternative dates will be available.

12.3 Where a change to the commencement date, programme, or scope of the Works results in additional costs, extended hire charges, supplier charges, labour costs, storage costs, or other expenses, We reserve the right to recover such costs from You.

12.4 Any postponement, delay, or rescheduling requested by You may result in revised timescales for completion of the Works.

12.5 Where Materials have been ordered, labour allocated, scaffolding erected, or other commitments made in connection with the Works, We reserve the right to retain the Deposit and recover any additional losses, costs, or expenses arising from the requested change.

12.6 Where We are required to change the commencement date due to weather conditions, health and safety requirements, supplier delays, labour shortages, or circumstances beyond Our reasonable control, We shall notify You as soon as reasonably practicable and agree a revised commencement date where possible.

13. Cancellation of Contract During the Cooling Off Period

13.1 Where the Agreement is entered into away from Our business premises, online, by telephone, or otherwise qualifies as a distance or off-premises contract, You may have the right to cancel the Agreement within fourteen (14) calendar days of the date the Agreement is formed.

13.2 To exercise Your right to cancel, You must notify Us in writing before the expiry of the fourteen (14) day cancellation period.

13.3 If You cancel the Agreement within the cooling-off period and no Works have commenced, We shall refund all sums paid by You without undue delay and in any event within fourteen (14) calendar days of receiving Your cancellation notice.

13.4 Where We have provided You with the required pre-contract cancellation information on a durable medium, and You have expressly requested in writing (or on another durable medium) that the Works commence during the cooling-off period, and You subsequently exercise Your right to cancel, You shall pay an amount proportionate to the Works carried out, Materials supplied, and costs reasonably incurred up to the date of cancellation. If We have not provided that information and obtained that express request, You shall not be liable to pay for Works performed during the cooling-off period.

13.5 Where the Works have been fully completed during the cooling-off period following Your express request for the Works to commence immediately, Your right to cancel shall end upon completion of the Works.

13.6 Any refund due under this Clause shall be made using the same payment method originally used by You unless otherwise agreed between the parties.

13.7 Nothing within this Clause shall affect any statutory rights available to You under applicable consumer protection legislation.

14. Cancellation Outside of the Cooling Off Period

14.1 Where You cancel the Agreement after the expiry of the cooling-off period, We reserve the right to retain the Deposit and recover any costs, losses, expenses, or commitments incurred by Us as a result of the cancellation.

14.2 Where Materials have been ordered, labour allocated, scaffolding erected, plant hired, waste disposal arranged, or third-party services engaged, You shall remain liable for all costs incurred by Us up to the date of cancellation.

14.3 If cancellation occurs after the commencement of the Works, You shall immediately pay for all Works completed, Materials supplied, labour provided, and any other costs reasonably incurred by Us up to the date of cancellation.

14.4 Where cancellation results in a loss of profit, wasted expenditure, cancellation charges, supplier charges, or other losses reasonably suffered by Us, We reserve the right to recover such sums from You.

14.5 Any refund due following cancellation shall be subject to deduction of all sums properly due to Us under the Agreement.

14.6 We may cancel the Agreement prior to commencement of the Works where circumstances arise which make performance impossible, unsafe, unlawful, or commercially impractical. In such circumstances, We shall refund any sums paid by You less any costs already incurred on Your behalf.

14.7 Cancellation of the Agreement shall not affect any rights, remedies, obligations, or liabilities which have accrued prior to the date of cancellation.

15. **Termination**

15.1 You may terminate the Agreement immediately by providing written notice where We commit a material breach of the Agreement and fail to remedy that breach within a reasonable period after being requested to do so.

15.2 We may terminate the Agreement immediately by providing written notice where:

You fail to make payment when due;

You fail to provide access to the Property;

You fail to comply with Your obligations under the Agreement;

You prevent, obstruct, or delay the Works;

the health and safety of Our employees, subcontractors, or representatives is placed at risk;

continuation of the Works becomes unsafe, unlawful, or commercially impractical.

15.3 We may also terminate the Agreement where You become abusive, threatening, aggressive, or otherwise behave in a manner which makes continuation of the Works unreasonable.

15.4 Upon termination, You shall immediately pay all outstanding sums due for Works completed, Materials supplied, labour provided, and costs incurred up to the date of termination.

15.5 Where termination occurs as a result of Your breach of the Agreement, We reserve the right to recover any additional losses, costs, expenses, or damages reasonably incurred by Us.

15.6 Termination of the Agreement shall not affect any rights, remedies, obligations, or liabilities which have accrued prior to the date of termination.

15.7 Any provisions which by their nature are intended to continue after termination shall remain in full force and effect following termination of the Agreement.

16. **Effects of Termination**

16.1 Upon termination of the Agreement for any reason, You shall immediately pay all outstanding invoices and any sums properly due to Us for Works completed, Materials supplied, labour provided, and costs incurred up to the date of termination.

16.2 Termination of the Agreement shall not affect any rights, remedies, obligations, or liabilities accrued by either party prior to the date of termination.

16.3 We shall be entitled to remove from the Property any equipment, tools, plant, machinery, surplus Materials, scaffolding, or other items belonging to Us or Our subcontractors following termination.

16.4 Where payment has not been made in full, ownership of any Materials supplied by Us shall remain with Us to the extent permitted by law.

16.5 Any clauses which by their nature are intended to survive termination, including those relating to payment, liability, complaints, dispute resolution,

confidentiality, and governing law, shall continue in full force and effect following termination.

16.6 Termination of the Agreement shall not prevent either party from pursuing any legal or equitable remedy available to it in respect of any breach of the Agreement.

17. Events Outside of Our Control (Force Majeure)

17.1 We shall not be liable for any failure or delay in carrying out the Works where such failure or delay arises from circumstances beyond Our reasonable control.

17.2 Such circumstances may include adverse weather conditions, storms, flooding, fire, accidents, supplier delays, material shortages, labour shortages, strikes, transport disruption, utility failures, government restrictions, or any other event beyond Our reasonable control.

17.3 Where such an event occurs, We shall be entitled to a reasonable extension of time to complete the Works and shall not be liable for any resulting delay.

17.4 If such an event continues for a prolonged period making completion of the Works impossible or impractical, either party may terminate the Agreement by providing written notice to the other.

17.5 You shall remain liable for all Works completed, Materials supplied, and costs incurred by Us up to the date of termination.

18. Liability

18.1 We shall be responsible for any foreseeable loss or damage suffered by You as a direct result of Our negligence or breach of the Agreement.

18.2 Nothing in these Terms and Conditions shall limit or exclude Our liability for death or personal injury caused by Our negligence, fraud, fraudulent misrepresentation, or any other liability which cannot legally be limited or excluded.

18.3 We maintain appropriate Public Liability Insurance and such other insurance policies as We consider necessary for the nature of the Works being carried out.

18.4 We shall not be liable for any loss, damage, defect, delay, or additional cost arising from:

pre-existing defects within the Property;

hidden defects not reasonably identifiable prior to commencement of the Works;

structural movement or subsidence;

defective previous workmanship carried out by third parties;

acts or omissions of You or any third party;

failure of existing structures, systems, or materials.

18.5 We shall not be responsible for any damage to areas of the Property which require disturbance, removal, lifting, dismantling, stripping back, or exposure in order to carry out the Works, provided reasonable care has been exercised.

18.6 We shall not be liable for any loss of profit, loss of business, loss of opportunity, or any indirect or consequential loss where such losses are not recoverable under applicable consumer legislation.

18.7 You shall take reasonable steps to minimise any loss or damage arising from any issue relating to the Works and shall provide Us with a reasonable opportunity to inspect and, where appropriate, remedy any defect.

18.8 Our total liability arising out of or in connection with the Agreement shall not exceed the total amount paid by You under the Agreement, except where such limitation is prohibited by law.

18.9 Nothing in these Terms and Conditions shall affect Your statutory rights as a consumer.

19. How We Use Your Personal Data (Data Protection)

We will only use Your personal data as set out in Our Privacy Policy available from https://allroofingworks.com/privacy-policy/.

20. Other Important Terms

20.1 We may transfer, subcontract, delegate, or otherwise assign any of Our rights or obligations under the Agreement where reasonably necessary for the performance of the Works.

20.2 You may not transfer or assign any of Your rights or obligations under the Agreement without Our prior written consent.

20.3 A person who is not a party to the Agreement shall have no right to enforce any provision of the Agreement.

20.4 If any provision of the Agreement is found to be unlawful, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

20.5 No failure or delay by either party in exercising any right or remedy shall constitute a waiver of that right or remedy.

20.6 The Agreement, together with the Quotation, these Terms and Conditions, and any documents expressly incorporated into them, constitutes the entire agreement between the parties and supersedes any previous discussions, negotiations, representations, or understandings relating to the Works.

20.7 Any notice given under the Agreement shall be in writing and may be delivered by hand, sent by post, or sent by email using the contact details provided by the parties. Notices sent by email shall be deemed received on the date of transmission unless a delivery failure notification is received.

21. Regulations and Information

21.1 We shall comply with all applicable consumer protection laws, regulations, and industry requirements relevant to the Services and the Agreement.

21.2 Prior to entering into the Agreement, We shall provide You with such information as We are required to provide by law, including information relating to the Services, pricing, payment arrangements, cancellation rights, and Our contact details.

21.3 Any information provided by Us regarding the Services, the Quotation, the Agreement, or Our business which You reasonably rely upon when entering into the Agreement shall form part of the Agreement where required by applicable law.

21.4 Nothing in these Terms and Conditions shall affect any statutory rights available to You as a consumer under applicable consumer protection legislation.

22. **Law and Jurisdiction**

22.1 The Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.

22.2 If a dispute cannot be resolved through discussion between the parties, either party may pursue the matter through the courts of England and Wales.

22.3 Nothing in this Clause shall affect any statutory rights available to You as a consumer, including any rights relating to the jurisdiction in which legal proceedings may be brought.

Customer Acknowledgement and Acceptance

By signing below, You confirm that:

1. You have read, understood, and agree to be bound by the Quotation and these Terms and Conditions, which together form the Agreement.

2. You have received the pre-contract information required by law, including information about Your right to cancel and how to exercise it, on a durable medium (for example by email or in writing).

3. Where applicable, complete only if You wish Works to begin within the 14-day cancellation period: I expressly request that All Roofing Works Ltd commence the Works before the end of the 14-day cancellation period. I understand that if I then cancel, I will be liable to pay a proportionate amount for any Works carried out and Materials supplied up to the date of cancellation.

Initials (if requesting early commencement): _____

Customer name: _____

Property address: _____

Signature: _____ Date: _____

For and on behalf of All Roofing Works Ltd:

Name: _____ Signature: _____
Date: _____