

# Terms & Conditions for CJ Roofing Services Ltd

CJ Roofing Services Ltd provides services and purchases materials for its customers on the following terms and conditions.

## 1: The meaning of some words used in our terms and conditions

'We', 'us', or 'our' is a reference to CJ Roofing Services Ltd whose registered office is in England & Wales at 1 Belvedere House, Kingsway, Bishop Auckland, DL14 7JN. Company number 08328808. 'You' or 'your' is a reference to the person to whom we are providing our services and who is required to pay for the services we provide. 'Materials' means any materials, goods, parts, or items we need to buy necessary in order to perform the services you require.

## 2: Entering into a legally binding contract

2.1: A contract between you and us will come into being in one of two ways:

2.1.1: When you confirm in writing/email that you are happy with the quotation we have sent you, you will enter into a legally binding contract on the date you notify us.

2.1.2: Where you and we agree orally that we should provide the services then there will be a legally binding contract on the date of the oral agreement.

2.2: We suggest that before you confirm in writing/email or orally to us providing services that you read through these terms and conditions. If you have any questions concerning our terms and conditions, please contact us.

2.3: You should keep a copy of these terms and conditions for your records.

## 3: Providing our services

3.1: Once we and you have entered into a legally binding contract, we will confirm a date of when we expect to carry out the services. Occasionally the services will be provided at some other date or time, depending on other factors.

3.2: Our aim is to always provide you with the services:

3.2.1: Using care and skill.

3.2.2: In compliance with commonly accepted practices and standards in the Roofing Industry.

3.2.3: In compliance with England & Wales laws and regulations in force at the time we carry out the services.

#### **4: Days & times when we normally provide the services**

4.1: Unless we agree otherwise, we will provide the services on normal working days and start work no earlier than 8am and finish no later than 6pm. A normal working day for us means Monday to Friday, excluding Bank holidays or any other National holidays.

#### **5: Materials**

At the time we perform the services we may not have all the materials we need to perform the services. This may be for a number of reasons as summarised in point 5.1.

5.1: Whether or not we have provided a quotation, the condition of an item which is then subject of the services may only become apparent when we start performing the services and it was not reasonably possible to establish it until that point. In such cases we may need to purchase materials. If the materials are available from a local supplier, we would travel to the supplier and purchase the materials and return to continue performing the services. If the materials are not available from a local supplier, we would then order the materials then return at an agreed later date to continue to perform the services.

#### **6: Timing**

6.1: We aim to carry out the services by the dates and times we either agree with you or notify you of. We cannot guarantee or provide a firm commitment that:

6.1.1: We will start performing the services by a specified date or time; or

6.1.2: We will complete the performance of all the services by any specified date or time; or

6.1.3: The performance of any individual part of the services will be completed by a specified date or time; or

6.1.4: The materials ordered will be delivered at the times or dates specified.

6.2: What can happen if we cannot start performing the services or complete performing the services:

6.2.1: If we do not start or complete performing the services within a reasonable period from the start date(s) we have agreed or notified then you may either choose to continue to wait until we can start performing the services or complete performing them or you can cancel the contract.

6.2.2: Where we have started performing the services and you decide you wish to cancel the contract, you will only have to pay for the services we have performed up to the date of cancellation and for any materials which we have legal obligation to pay for. If you have made payment to us in excess of the

amount of the services or materials we have purchased, we will return the difference within 21 days of cancellation.

6.2.3: What is a reasonable period of time depends on the type of services we are performing and the length of time they will take to perform. For example; if you or we believe that the services will take a few hours to perform, then if we fail to start performing the services (e.g. 3 days) then you may have the right to cancel. If the services are due to take several weeks to perform, then if we fail to start to perform the services (e.g. 3 weeks) when we are due to, then in such circumstances you may be entitled to cancel the contract.

### 6.3: Situations or events outside our reasonable control

6.3.1: In addition, there are certain situations or events which occur which are not within our reasonable control (some examples are given in the next numbered paragraph). Where one of these occurs, we will normally attempt to recommence performing the services as soon as the situation which has stopped us from performing the services has been resolved. In such circumstances, there may be a delay before we can start or continue performing the services.

6.3.2: The following are examples of events or situations which are not within our reasonable control:

6.3.2.1: Where weather conditions make it impossible or unsafe for us to perform any of the services;

6.3.2.2: If the materials are not delivered on the date or at the time agreed with the supplier (and it is not possible to obtain a replacement from an alternative supplier at all or within a reasonable amount of time, or the price charged by the alternative supplier is excessively higher than by the original supplier if ordered at short notice);

6.3.2.3: Where you make a change in the services you wish for us to perform (and this results in, for example, us having to do further work or wait for new or different materials);

6.3.2.4: Where we have to wait for other providers of services (who have been engaged by you) to complete their work before we are able to perform our services (or the relevant part of the services dependant on the other provider);

6.3.2.5: Where we are unable to gain access to the premises to carry out the services at the times and dates we have agreed with you;

6.3.2.6: Where the areas at the premises have not been readied by you as we and you have agreed in order for us to perform the services;

6.3.2.7: For some other unforeseen or unavoidable event or situation which is beyond our control.

6.3.3: If the delay in us recommending performing the services will be excessive, then you will continue to wait until we are able to recommence performing the services. If you are required to make any payments during this period (for example if we have agreed that you will pay us in staged payments) then we will not require you to make any of the payments required until we are able to recommence performing the services.

## **7: Prices, quotations, and payments**

7.1: We normally charge for our services as per detailed quotation sent to you exclusive of VAT.

7.2: We may sometimes need to charge you a higher amount than stated in the quotation. This can occur for a number of reasons, in particular where;

7.2.1: What you require us to do changes, or the amount of work or services you require us to provide increases or is different to what we and you agreed before we started performing the services as stated in the quotation; or

7.2.2: When we start providing the services it becomes apparent that the quantity of services we will need to perform or the type of work that is involved is different to what we agreed before we started performing the services and we could not reasonably foresee this before we started performing the services.

7.2.3: Where the amount of work involved is greater than that stated in the quotation then the following will happen;

7.2.3.1: If the amount of extra time we need to spend to complete performing the services will mean that the extra amount payable by you will not exceed 10% of the amount stated in the quotation, then we will carry on providing and completing the services without contacting you or obtaining your agreement; or

7.2.3.2: Otherwise we will not continue performing the services and we will seek your approval to the extra amount that you will need to pay, unless;

7.2.3.2.1: It is not possible to contact you within a reasonable time; or

7.2.3.2.2: It is not safe to not carry out and finish performing the services (for example, your premises may be left in a

dangerous condition or unprotected from theft if the services are not completed).

7.3: Payments for our services and/or materials are normally paid in two ways, either;

7.3.1: At the time we complete performing the services; or

7.3.2: In stage payments as agreed, often involving;

7.3.2.1: The payment of a deposit of 15% before we commence performing the services; and

7.3.2.2: The payment of the remaining amount we will be charging you on completion of the services.

7.4: All amounts stated (whether orally or in writing) are exclusive of VAT, which will be added at the rate currently in force.

7.5: If you fail to make payment by the date stated on your invoice, we may;

7.5.1: Charge you interest (at The Bank of England's base interest rate plus 3%) on any outstanding amounts if those outstanding amounts remain unpaid for more than 14 days from the due date our invoice states.

7.5.2: If the amounts not paid represent more than 10% of the total value of the services we are to perform for you and there remain some services which we have not yet performed, then we may suspend performing the remaining services until you make payment.

7.6: You will not refuse to pay any amount owing to us where there is only a minor or inconsequential defect or error in the performance of the services, for example, pooling of rainwater on flat roof surfaces that drains or evaporates within 72 hours of a dry spell. You will be entitled to refuse to pay no more than an appropriate amount of any amount due.

## **8: Things you will need to do**

8.1: If we are performing the services at the premises, then you should;

8.1.1: Make the areas where the services are to be performed ready;

8.1.2: Remove any items which will stop or hinder in the performance of the services;

8.1.3: Protect your items or possessions from the effects of us performing the services; and

8.1.4: Allow us to gain access to the premises at the dates and times we and you have agreed we will perform the services.

8.2: You will obtain all necessary consents, permissions, and approvals before we start performing the services.

8.3: You will make available domestic facilities at the premises as we reasonably require.

## **9: Exclusion and limitation of liability**

9.1: We do not exclude or limit liability for our negligence or negligent omission which causes personal injury or death.

9.2: We shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach of this agreement. In the event that any loss or damage suffered by you relates to your business activities or use of the premises for commercial purposes, then we exclude all liability for loss of profits or other economic loss arising from a breach of this contract.

9.3: No responsibility for ponding of water on flat roofs will be taken following re-roofing on refurbishment projects or new works where the roof structure was completed by others.

9.4: No responsibility will be taken for any delay, loss, or damages caused by strikes, labour disputes, or inclement weather, changes of design or specification or any other circumstances beyond our control.

9.5: Care will be taken when working on roofs above existing ceilings, but no responsibility will be taken where damage is caused to ceilings during the progress of the work.

9.6: We shall not be responsible for damage to ceilings, walls, gutters, or building fabric, if such items are found to be defective before or during commencement of work or where damage is caused by unavoidable vibration.

9.7: For contract work on new buildings, lime, cement, and scaffolding are not included in our quotations.

9.8: Our quotations do not include work of other crafts or trades or making goods after it unless specifically mentioned or unless an item for the same is included in the bills of quantities where provided.

9.9: Quotations do not include any work to timbers and substrate materials found necessary once the roof is opened up unless mentioned in our quotation.

## **10: Communicating with us**

10.1: You can telephone 01388 609242 during standard office hours. If there is no one available to take your call, you can leave a voicemail message and we will get back to you as soon as possible.

10.2: You can also email the office using [hello@cjroofing.services](mailto:hello@cjroofing.services).

## **11: Cancellation by you**

11.1: Once we and you enter into a binding contract, you will not normally be able to cancel where the works are to be started within 14 days, except;

11.1.1: Where the consumer has the statutory right to cancel.

11.1.2: Where the works will not commence within 21 days, you will be entitled to a 14-day cooling off period, where we would require cancellation in writing to [hello@cjroofing.services](mailto:hello@cjroofing.services).

11.2: If we agree to cancel then you will be responsible for the cost of;

11.2.1: Any materials we are contractually committed to buying up to the date of termination. Any materials we have purchased will be delivered to you on receipt of payment except where the consumer has the statutory right to cancel.

11.3: In the circumstances stated in clause 11.2, we will first deduct the amounts for which you are responsible from any deposit you have paid. Any remaining deposit will be returned to you. If the amount owing is greater than the deposit, we will invoice you for the amount in excess of the deposit.

11.4: If you;

11.4.1: Purport to cancel the contract; or

11.4.2: Give notice purporting to cancel; or

11.4.3: Otherwise do not fulfil your obligations (such as by not paying any sums due to be paid to us) in a way which amounts to you cancelling the contract, we do not have to accept your cancellation except as provided in clause 11.2 or as otherwise provided for in this contract. However, we may choose to accept cancellation, in which case you will be required to pay us a reasonable amount for the losses and costs (including loss of profit) we have suffered. If you have paid a deposit, this will be retained and if our reasonable losses and costs (including loss of profit) are greater than the deposit we have retained, we will require you to pay for our losses and costs in excess of the deposit retained, except where the consumer has the statutory right to cancel.

## **12: Amendments to the contract terms and conditions**

We will have the right to amend the terms and conditions of this contract where:

12.1: We need to do so in order to comply with the changes in the law or for regulatory reasons; or

12.2: We are changing the rates we charge for the provision of services.

12.3: We need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the contract), as long as such correction is minor and does not materially affect the contract. Where we are making any amendment, we will give you 30 days prior notice (unless the contract is terminated before that period).

### **13: Contacting each other**

If you wish to send us any notice or letter then it needs to be sent to CJ Roofing Services Ltd, 1 Belvedere House, Kingsway, Bishop Auckland, DL14 7JN. We also accept emails to [hello@cjroofing.services](mailto:hello@cjroofing.services). If we wish to send you a letter or notice, we will use the email or address you have provided.

### **14: Contracts (Rights of Third Parties) Act 1999**

For the purpose of the Contracts (Right of Third Parties) Act 1999, this contract is not intended to, and does not, give any person who is not party to it any right to enforce any of its provisions.

### **15: Complaints procedure**

Either call us, write to us, or email us using the details below.

By telephone during office hours: 01388 609242

By email: [hello@cjroofing.services](mailto:hello@cjroofing.services)

By post addressed to: CJ Roofing Services, 1 Belvedere House, Kingsway, Bishop Auckland, DL14 7JN

Complaints will be logged and acknowledged. We aim to respond within 2 days of receiving your complaint and, where possible, will provide you with a date to remedy any issues raised. Where we are unable to resolve your complaint using our own complaints procedure, as a Which? Trusted Trader, we use the Dispute Resolution Ombudsman for dispute resolution. In the unlikely event that we cannot remedy your complaint to your satisfaction, you may wish to refer your complaint to them. If you wish to do so, please contact Which? Trusted Traders in the first instance on 0117 456 6031.

### **16: Law & Jurisdiction**



This contract shall be governed and construed by the law of England and you, and we agree to submit to the jurisdiction of the courts of England and Wales.