



**Principle Home Developments Ltd  
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**In partnership with JWT Projects Ltd  
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www.principlehomedevelopments.com**

**Registered company no. 11107739**

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**ROOFER TERMS AND CONDITIONS TO CONSUMER**

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**BACKGROUND:**

These Terms and Conditions shall apply to the provision of services by Principle Home Developments Ltd (“the Roofer”) to customers that require our services.

**1. Definitions and Interpretation**

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

<b>“Agreement”</b>	means the contract into which the Parties will enter on the Customer’s acceptance of the Quotation and of these Terms and Conditions which shall incorporate, and be subject to, these Terms and Conditions;
<b>“Agreed Date”</b>	means the date on which the provision of the Services will commence as agreed by the Parties;
<b>“Agreed Times”</b>	means the times which the Parties shall agree upon during which the Roofer shall have access to the Property to render the Services;
<b>“Business Day”</b>	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the United Kingdom;

<b>“Customer”</b>	means the individual that requires the Services subject to these Terms and Conditions and the Agreement;
<b>“Final Fee”</b>	means the total of all sums payable which shall be shown on the invoice issued in accordance with Clause 4 of these Terms and Conditions;
<b>“Job”</b>	means the complete rendering of the Services;
<b>“Model Cancellation Form”</b>	means the model cancellation form attached as Schedule 2;
<b>“Order”</b>	means the Customer’s initial request to acquire the Services from the Roofer as set out in Clause 2 of these Terms and Conditions;
<b>“Products”</b>	means the products required to render the Services which the Roofer shall procure and supply (unless otherwise agreed);
<b>“Property”</b>	means the Customer’s home, as detailed in the Order and the Agreement, at which the Services are to be rendered;
<b>“Quotation”</b>	means a quotation detailing proposed fees and services supplied to the Customer in accordance with Clause 2 of these Terms and Conditions;
<b>“Quoted Fee”</b>	means the fee which will be quoted to the Customer following the Order which may vary according to the actual work undertaken as set out in Clause 4 of these Terms and Conditions;
<b>“Services”</b>	means the roofing services provided by the Roofer as detailed in Clause 5 of these Terms and Conditions; and
<b>“Visit”</b>	means any occasion, scheduled or otherwise, on which the Roofer shall visit the Property to render the Services.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic or facsimile transmission or similar means;

1.2.2 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;

- 1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;
- 1.2.4 a Schedule is a schedule to these Terms and Conditions;
- 1.2.5 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
- 1.2.6 a "Party" or the "Parties" refer to the parties to the Agreement.
- 1.3 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.
- 1.4 Words imparting the singular number shall include the plural and vice versa.
- 1.5 References to any gender shall include the other gender.
- 1.6 References to persons shall include corporations.

## **2. Orders**

- 2.1 The Roofer accepts orders for his Services through telephone, email and in person.
- 2.2 When placing an Order the Customer shall set out, in detail, the Services required. Details required include the location and size of the Property, number and type of rooms in which work is required, and the type(s) of roofing (e.g. flat, felt, tiled etc.).
- 2.3 Once the Order is complete and submitted the Roofer shall prepare and submit a Quotation to the Customer either by email or first class post which shall set out the required Deposit and fee, detailed in Clauses 3 and 4 respectively.
- 2.4 The Customer shall be free to make changes to the Order and Quotation prior to acceptance. The Customer may accept the Quotation by telephone, email or first class post.

## **3. Deposit**

- 3.1 At the time of accepting the Quotation or not more than 14 day, thereafter the Customer shall be required to pay a Deposit to the Roofer. The Deposit shall be 0%. Deposits can be agreed if Customer requires. Orders shall not be deemed confirmed until the Deposit is paid in full.
- 3.2 Subject to the provisions of Clause 8 the Deposit shall be non-refundable.

## **4. Fees and Payment**

- 4.1 The Quoted Fee shall include the price payable for the Services and for the estimated Products required to render the Services.
- 4.2 The Roofer shall use all reasonable endeavours to use only the Products (and quantities thereof) set out in the Quotation and the Agreement; however if additional Products are required the Final Fee

shall be adjusted to reflect this. Any such increases shall be kept to a minimum.

- 4.3 In the event that the prices of Products or services increase during the period between the Customer's acceptance of the Quotation and the commencement of the Services, the Roofer shall inform the Customer of such increase and of any difference in the Final Fee.
- 4.4 The Roofer shall invoice the Customer when the provision of the Services is complete.
- 4.5 All invoices must be paid within 1 day of receipt by the Customer.
- 4.6 Any sums which remain unpaid following the expiry of the time period set out in sub-Clause 4.5 shall incur interest on a daily basis at 8% above the base rate of Bank of England obtaining at the time.

## **5. Services**

- 5.1 The Services shall be rendered in accordance with the specification set out in the accepted Quotation and in the Agreement (as may be amended by mutual agreement from time to time).
- 5.2 The Roofer may provide sketches, impressions, 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 to guarantee specific results.
- 5.3 The Roofer shall ensure that the Services are rendered with reasonable care and skill and to a reasonable standard which is commensurate with best trade practice.
- 5.4 The Roofer shall ensure that no other parts of the Property suffer damage as a result of his rendering of the Services. Any damage which may occur shall be made good at no additional expense to the Customer prior to completion of the Job.
- 5.5 The Roofer shall ensure that he complies with any and all relevant codes of practice.
- 5.6 The Roofer shall properly dispose of all waste that results from his rendering of the Services.
- 5.7 The Roofer shall, where necessary, provide temporary covering, roofing and / or boarding for the Property and shall ensure that such temporary covering, roofing or boarding protects the interior of the Property from the elements. The Roofer shall also advise the Customer of any and all security risks that such temporary materials present.
- 5.8 Time shall not be of the essence in the rendering of the Services under these Terms and Conditions or under the Agreement.

## **6. Customer's Obligations**

- 6.1 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 obtain the same in advance of the commencement of the Services.
- 6.2 The Customer shall ensure that the Roofer can access the Property at

the Agreed Times to render the Services.

- 6.3 The Customer shall have the option of giving the Roofer a set of keys to the Property or being present at the Agreed Times to give the Roofer access. The Roofer warrants that all keys shall be kept safely and securely.
- 6.4 The Customer shall ensure that the Roofer has access to electrical outlets and a supply of hot and cold running water.
- 6.5 The Customer must give the Roofer at least 24-hours notice if the Roofer will be unable to provide the Services on a particular day or at a particular time. The Roofer will not invoice for cancelled Visits provided such notice is given. If less than 24-hours notice is given the Roofer shall invoice the Customer at his normal rate.

## **7. Cancellation of Contract During the Cooling Off Period**

- 7.1 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.
- 7.2 If the Customer wishes to cancel the contract within the cooling off period the Customer should inform the Roofer immediately by a clear statement (e.g. a letter sent by post, fax or email to the postal address, fax number or email address specified on the Quotation or otherwise notified to the Customer). The Customer may use the Model Cancellation Form, but it is not obligatory.
- 7.3 To meet the cancellation deadline, it is sufficient for the Customer to send his or her communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 7.4 If the Customer exercises the right to cancel he/she will receive a full refund of any amount paid to the Roofer in respect of the contract.
- 7.5 The Roofer will refund money 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.
- 7.6 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.
- 7.7 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. By making such a request the Customer acknowledges and agrees to the following:
  - 7.7.1 If the Services are fully performed within the 14 calendar day cooling off period, the Customer will lose the right to cancel after the Services are complete.
  - 7.7.2 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 provided. 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 1 business day and in any event no later than 14 calendar days after the Customer informs the Roofer of his/her wish to cancel.

- 7.8 Clause 8 applies to cancellation of the Services after the 14 calendar day cooling off period has elapsed.

## **8. Cancellation after the Cooling Off Period**

- 8.1 The Customer may cancel or reschedule the Job at any time before the Agreed Date. Subject to the provisions of clause 8, the following shall apply to cancellation or rescheduling:
- 8.1.1 If the Customer cancels the Job more than 14 days before the Agreed Date the Roofer shall issue a full refund of all sums paid, including the Deposit.
  - 8.1.2 If the Customer reschedules the Job more than 3 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.
  - 8.1.3 If the Customer cancels the Job less than 14 days but more than 7 days before the Agreed Date the Roofer shall refund any sums paid less the Deposit.
  - 8.1.4 If the Customer reschedules the Job less than 3 days but more than 7 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.
  - 8.1.5 If the Customer cancels the Job less than 3 days before the Agreed Date the Roofer shall retain all sums paid and any outstanding sums shall become immediately payable. No refund shall be issued.
  - 8.1.6 If the Customer reschedules the Job less than 3 days before the Agreed Date the Roofer shall retain all sums paid and any outstanding sums shall become immediately payable. No refund shall be issued and no sums paid will count toward the fees and Deposit payable on the rescheduled Job.
- 8.2 The Roofer may cancel the Job at any time before the Agreed Date and shall refund all sums paid, including the Deposit.

## **9. Liability, Indemnity and Insurance**

- 9.1 The Roofer shall ensure that he has in place at all times suitable and valid insurance which shall include public liability insurance.
- 9.2 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 Agreement shall be limited to £10,000.
- 9.3 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.

- 9.4 Nothing in these Terms and Conditions shall limit or exclude the Roofer's liability for death or personal injury.
- 9.5 The Roofer shall indemnify the Customer against any costs, liability, damages, loss, claims or proceedings arising out of the Roofer's rendering of the Services or any breach of these Terms and Conditions.
- 9.6 The Customer shall indemnify the Roofer against any costs, liability, damages, loss, claims or proceedings arising out of the Customer's failure to meet any of its obligations or any other breach of these Terms and Conditions.

## **10. Guarantee**

- 10.1 The Roofer guarantees that the product of all Services provided shall be free from any and all defects for a period of 10 years following completion of the Job, this does not include general wear and tear not related to our installation.
- 10.2 If any defects in the product of the Services appear during the guarantee period set out in sub-Clause 10.1 the Roofer shall rectify any and all such defects at no cost to the Customer.

## **11. How We Use Your Personal Data (Data Protection)**

- 11.1 All personal information that the Roofer may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Customer's rights under the GDPR.
- 11.2 For complete details of the Roofer's collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of the Customer's rights and how to exercise them, and personal data sharing (where applicable), please refer to the Roofer's Privacy Notice available from our website.

## **12. Force Majeure**

- 12.1 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.

## **13. Termination**

- 13.1 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:

- 13.1.1 any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within 5 Business Days of the due date for payment;
  - 13.1.2 the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within 5 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
  - 13.1.3 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;
  - 13.1.4 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);
  - 13.1.5 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 reconstruction 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);
  - 13.1.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
  - 13.1.7 that other Party ceases, or threatens to cease, to carry on business; or
  - 13.1.8 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 13, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 13.2 For the purposes of sub-Clause 13.1.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 13.3 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.

#### **14. Effects of Termination**

Upon the termination of the Agreement for any reason:

- 14.1 any sum owing by either Party to the other under any of the provisions of the Agreement shall become immediately due and payable;
- 14.2 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;
- 14.3 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

14.4 subject as provided in this Clause 14 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. Further Assurance**

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.

**17. Costs**

Subject to any provisions to the contrary each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement.

**18. 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.

**19. Assignment and Sub-Contracting**

19.1 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.

**20. Time**

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

**21. Relationship of the Parties**

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the

Agreement.

## **22. 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.

## **23. Notices**

23.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

23.2 Notices shall be deemed to have been duly given:

23.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

23.2.2 when sent, if transmitted by facsimile or e-mail and a successful transmission report or return receipt is generated; or

23.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

23.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

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

## **24. Entire Agreement**

24.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

24.2 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.

## **25. Counterparts**

The Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

## **26. Severance**

In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise

unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

**27. Dispute Resolution**

- 27.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.
- 27.2 Nothing in this Clause 27 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 27.3 The decision and outcome of the final method of dispute resolution under this Clause 27 shall not be final and binding on both Parties.

**28. Law and Jurisdiction**

- 28.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 28.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 28.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 28.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.