

TERMS AND CONDITIONS

In these Terms:

"John Russell & Son Flat Roofing", means John Russell & Son Flat Roofing registered at 4 Boscombe Road, Folkestone, Kent

"Business Hours" means the hours of 9am to 5pm Monday to Friday excluding Public Holidays;

"Client" means the person, firm, company or organisation named on the Quotation for whom John Russell & Son Flat Roofing has offered to supply the Product, and/or Services in accordance with these Terms;

"Agreement" means any Contract / Service Agreement entered into for the installation to, repair of or maintenance of any systems on site;

"Estimate/ Quotation" means the Quotation provided alongside these Terms & Conditions and referred to in the Agreement

"Price" means the purchase price of the Product, and/or Services as set out in the Quotation or Agreement;

"Product, and/or Services" means the one or more items ordered by the Client from John Russell & Son Flat Roofing as set out on the Estimate/ Quotation or Agreement.

"Terms" means these terms and conditions.

1. Agreement

John Russell & Son Flat Roofing agrees to supply and the Client agrees to accept the Product, and/or Services subject to these Terms. Any changes or additions to these Terms must be agreed in writing by John Russell & Son Flat Roofing and the Client.

2. Orders

2.1 No order which has been accepted by John Russell & Son Flat Roofing may be cancelled by the Client except with the agreement in writing of John Russell & Son Flat Roofing and on terms that the Client shall indemnify John Russell & Son Flat Roofing, in full against all loss (including loss of profit costs, including the cost of labour and materials used), damages, charges and expenses incurred by John Russell & Son Flat Roofing, as a result of cancellation.

2.2 In placing an official order or Agreement with John Russell & Son Flat Roofing, the Client agrees to allow John Russell & Son Flat Roofing to make provision, to carry out minor rectification works as required should they severely affect the system integrity and operation, up to a value of £100 net. At all times we will endeavour to notify the Client prior to works taking place and seek approval of costs (however this cannot be guaranteed).

3. Estimate/ Quotations

3.1 All quotations submitted by John Russell & Son Flat Roofing shall remain valid for a period of 30 days, following which it may be subject to change without notice. We reserve the right to re-evaluate the submission prior to accepting an order.

3.2 Quotations are based on information made available to John Russell & Son Flat Roofing at the time of quotation, whether by email, survey or telephone. Revisions to the quotation may be necessary following commencement of works due to specifications / requirements that were not identified at the time of quotation; any uplift in cost will be notified to the Client in writing prior to incurring any cost.

3.3 Quotations allow for installation of the Product, and/or Services, on a continuous basis during Business Hours.

3.4 Client quotations are often based on information given by the Client over the telephone; the accuracy of the information and particularly quantities of equipment are the responsibility of the Client. John Russell & Son Flat Roofing reserves the right to uplift costs to reflect inaccuracies when attending site.

3.5 All access equipment has been excluded from our bid unless otherwise stated.

4. Price

4.1 John Russell & Son Flat Roofing reserves the right, by giving notice to the Client at any time before delivery, to increase the Price of the Product, and/or Services to reflect any increase in the cost to John Russell & Son Flat Roofing, which is due to any factor beyond the control of John Russell & Son Flat Roofing (such as without limitation, any foreign exchange, fluctuation, currency regulation, alteration of duties. significant increase in costs of labour, materials or other costs of manufacturer). Any change in delivery dates, quantities or specifications for the Product, and/or Services which is requested by the Client, or any delay caused by any instructions of the Client or failure of the Client to give John Russell & Son Flat Roofing adequate information or instructions will be the Client's responsibility and any liability thereof will remain with the Client.

4.2 John Russell & Son Flat Roofing will annually review all prices for Products / Services and any changes to existing Service Agreements will be notified in writing to the Client with a minimum of 30 days' notice.

4.3 All Prices quoted to the Client for the Product, and/or Services are, unless otherwise expressly provided, exclusive of any Value Added Tax, for which the Client will be additionally liable at the applicable rate from time to time.

5. Right of Cancellation

5.1 the Client shall be entitled to a 14-day "cooling off" period from the date that this contract is entered into. The contract can be terminated in the without liability from either party provided that:

- Cancellation under this clause is received in writing, to the contact details provided; and
- Acknowledgement of the cancellation is received, in writing, by the Client

5.2 Following this cooling off period, the Client shall only be entitled to standard rights and remedies under English Consumer Law and Jurisdiction, save for where they are in conflict with these Terms.

6. Delivery

6.1 If agreed in writing on the Estimate/ Quotation, John Russell & Son Flat Roofing shall arrange for delivery of the Product, and/or Services to an address nominated by the Client at the Client's expense.

7. Payment

7.1 The Client agrees to pay John Russell & Son Flat Roofing the Price and any additional sums which are agreed between John Russell & Son Flat Roofing and the Client for the supply of the Product, and/or Services and any expenses reasonably incurred by John Russell & Son Flat Roofing in the supply of the Product, and/or Services upon delivery of the Product and/or Services to the Client.

7.2 John Russell & Son Flat Roofing shall be entitled to invoice the Client for the Price as specified on the Estimate/ Quotation or Agreement and, if not specified, interim instalments following the end of each calendar month in which the Product, and/or Services are supplied or at such other times as may be agreed with the Client.

7.3 If payment is not made on the due date, John Russell & Son Flat Roofing shall be entitled, without limiting any other rights it may have (under these Terms or at law), to charge costs and interest on the outstanding amount (both before and after any judgment) at the current rate outlined in the Late Payment of Commercial Debts (Interest) Act 1998 (and any subsequent amendments) from the due date until the outstanding amount is paid in full. John Russell & Son Flat Roofing often employ the services of a 3rd party agent to pursue any outstanding costs (including recovery costs), which must be met in full by the Client.

7.4 If payment for the Product, and/or Services is not made by the Client or before the due date, John Russell & Son Flat Roofing reserves the right to cancel any outstanding works, Service Agreement and all other existing or future orders placed by the Client for the Product, and/or Services.

7.5 Relevant certification will only be provided to the Client upon the receipt of cleared funds in settlement of any outstanding invoices.

7.6 Payment terms are deemed to be strictly 30 days from date of invoice unless otherwise stated.

7.7 Should the agreed works extend beyond a one-month period, interim claims shall be made subject to valuation.

7.8 We reserve the right to sub-contract part or all of the works as we see fit but will ensure that quality remains constant.

8. Risk and Property

8.1 Risk or damage to or loss of the Product, and/or Services shall pass to the Client:

8.1.1 In the case of Product, and/or Services to be delivered at John Russell & Son Flat Roofing premises, at the time when John Russell & Son Flat Roofing notifies the Client that the Product, and/or Services are available for collection:

8.1.2 In the case of Product, and/or Services to be installed at the Client's premises or elsewhere at the Client's request, at the time of installation or, if the Client wrongfully fails to take delivery of the Product, and/or Services or prevents John Russell & Son Flat Roofing's efforts to effect installation, at the time when John Russell & Son Flat Roofing has tendered delivery of the Product, and/or Services.

8.2. Notwithstanding delivery and the passing of risk in the Product, and/or Services, or any other provision of these Terms, the property in the Product, and/or Services shall not pass to the Client until John Russell & Son Flat Roofing has received in cash or cleared funds payment in full of the Price of the Product and/or Services and all other Product and/or Services agreed to be sold by John Russell & Son Flat Roofing to the Client for which payment is then due. John Russell & Son Flat Roofing shall be entitled to all rights of access to the Client's premises to enforce its rights hereunder.

8.3 In the event of the Client reselling or otherwise disposing of the Product, and/or Services or any part thereof before the property therein has passed to the Client as set out in clause 8.2 above, then the Client will, until payment in full to John Russell & Son Flat Roofing of the Price, hold in trust for John Russell & Son Flat Roofing all its rights under any such Agreement of resale or any other Agreement in pursuance of which the Product, and/or

Services or any part thereof are disposed of, or any Agreement by which property comprising the said Product, and/or Services or any part thereof is or is to be disposed of, and any monies or other considerations received by the Client there-under.

8.4 Once equipment and services/reports have been forwarded, any risk passes to the Client, though possession remains with John Russell & Son Flat Roofing Ltd, until such items are paid for in full.

9. Asbestos

9.1 It is the Client's responsibility to inform John Russell & Son Flat Roofing of any known asbestos on site before any works are undertaken (via the site Asbestos Register or any suitable recording method).

9.2 If any asbestos is found or suspected on site, John Russell & Son Flat Roofing will inform the Client immediately and:

9.2.1 All invasive works will cease until the asbestos levels are determined;

9.2.2 The Client must arrange to have a specialist asbestos company test the appropriate areas to confirm whether asbestos is present or not;

9.2.3 Any works regarding removal or drilling of asbestos must be carried out by a certified specialist asbestos company at no cost to John Russell & Son Flat Roofing.

10. Insurance

10.1 The Client shall be liable to arrange a suitable policy of insurance to cover replacement of the Product, and/or Services which is acceptable to John Russell & Son Flat Roofing which shall take effect from the date of expiration of the warranty of the Product, and/or Services by John Russell & Son Flat Roofing.

10.2 The Client shall be required to provide John Russell & Son Flat Roofing with appropriate documentary evidence of the insurance policy referred to in clause 10.1 above upon the reasonable request of John Russell & Son Flat Roofing.

11. Warranty

11.1 Subject to clause 11 below

11.1.1 John Russell & Son Flat Roofing warrants that the Product, and/or Services shall be free from defects for a period of 12 months from the date of installation / supply; and

11.1.2 John Russell & Son Flat Roofing's liability under clause 11.1.1 above shall be limited to the cost of repair or replacement of any defective or faulty Product, and/or Services at John Russell & Son Flat Roofing's absolute discretion provided such Product, and/or Services have been correctly maintained whilst in the Client's possession and subject to any remedial work on the Product, and/or Services taking place during Business Hours.

12. Liability

12.1 John Russell & Son Flat Roofing shall have no liability to the Client for any consequential loss, damage, costs, expenses or other claims for compensation arising from the Product, and/or Services, or from their late arrival or non-arrival, or any other fault of the Client.

12.2 Except in respect of death or personal injury resulting from John Russell & Son Flat Roofing's negligence, John Russell & Son Flat Roofing shall not be liable to the Client for any loss of profit or any indirect or consequential loss which may arise in connection with the supply by John Russell & Son Flat Roofing of the Product, and/or Services (whether caused by the negligence of John Russell & Son Flat Roofing, its' servants, agents, consultants, sub-contractors or otherwise). John Russell & Son Flat Roofing's total liability under or arising from the Terms shall not exceed the amount of the Price paid by the Client to John Russell & Son Flat Roofing.

12.3 Any claim by the Client which is based on any defect in the quality or condition of the Product, and/or Services or their failure to correspond with the agreed specification shall (whether or not delivery is refused by the Client) be notified to John Russell & Son Flat Roofing Ltd within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after delivery of the defect or failure. If delivery is not refused, and the Client does not notify John Russell & Son Flat Roofing accordingly, the Client shall not be entitled to reject the Product, and/or Services and John Russell & Son Flat Roofing shall have no liability for such defect or failure, and the Client shall be bound to pay the Price as if the Product, and/or Services had been delivered in accordance with the Terms.

12.4 No ascertained or liquidated damages have been assumed, unless otherwise stated.

12.5 No retention has been assumed unless otherwise stated.

12.6 Any recommendations made for alterations to the systems on site are based on the information made available to us. Any remedial action taken based on recommendations made by John Russell & Son Flat Roofing is taken at the client's liability only; we strongly recommend a specialist opinion from a professional risk assessor.

12.9 John Russell & Son Flat Roofing charge for aborted service visits to site, which are instigated by the Client (and highlighted in its service agreements). These aborted costs cover the rescheduling and often repositioning of personnel and un-recoverable administration costs.

13. Termination

Either party may (without limiting any other remedy it may have) at any time terminate the agreement made under these Terms by giving written notice to the other if the Other commits any material breach of the Terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, or (in the case of an individual firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver to administrator appointed.

14. Force majeure

John Russell & Son Flat Roofing shall not be liable to the Client or be deemed to be in breach of the Terms by reason of any delay as per Estimate/ Quotation or Agreement, or any failure as per Estimate/Quotation, any of John Russell & Son Flat Roofing's obligations in relation to the supply of the Product, and/or Service Agreement, if the delay or failure was due to any cause beyond John Russell & Son Flat Roofing's reasonable control.

15. General

15.1 If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

15.2 No waiver by John Russell & Son Flat Roofing of any breach of the Terms by the Client shall be considered as a waiver of any subsequent breach to the same or any other provision.

15.3 These Terms (together with any terms set out on the Estimate/ Quotation or Agreement) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions express or implied by statute or otherwise are excluded to the fullest extent permitted by law.

15.4 No third parties shall have any rights or benefits under these Terms.

15.5 Safe means of egress and access, general lighting and welfare facilities are to be provided by the Client at all times.

15.6 It is the Client's responsibility to ensure that access is available to all areas and all equipment to be used is not obstructed in any way. If John Russell & Son Flat Roofing's representatives are unable to access equipment due to obstructions or impediment (either known or unknown to the Client), John Russell & Son Flat Roofing reserves the right to charge for the visit in full and arrange a re-visit if necessary.

15.7 It has been assumed that any 'free issue' equipment required for the installation / supply shall be provided free of charge, as and when required. Delays caused by failure to provide the correct equipment when needed may incur additional charges.

15.8 John Russell & Son Flat Roofing will only provide hand marked as installed drawings for agreed works, unless John Russell & Son Flat Roofing has been specifically instructed to design a system in accordance with a Client's specification. In this case, John Russell & Son Flat Roofing take responsibility for ensuring that the design complies with current regulations only and not for the design's suitability for the specific building. The Design Certificate will reflect any variations that have been specified by the Client or their representative.

15.9 These Terms are governed by and shall be construed in accordance with the Law of England and the parties hereby agree to submit to the exclusive jurisdiction of the English Courts.