



PAUL STRANK ROOFING LTD

ROOFING INDUSTRY SPECIALISTS

1 DEFINITIONS AND INTERPRETATION

1.1 In these Terms:

CLIENT means the person, persons or firm named on the Estimate for whom the Contractor has agreed to provide the Works in accordance with the Contract;

CONTRACT means the Estimate together with these terms (and any other terms and conditions of the Contractor) for the provision of the Works;

DOCUMENT means in addition to a document in writing, a map, plan, design, drawing, picture or other image, or any other record of any information in any form;

SPECIFICATION means any Documents or other materials, and any data or other information provided by the Client relating to the Works;

ESTIMATE means the estimate for the Works provided by the Contractor and signed by the Client;

WORKS means the service to be provided by the Contractor for the Client and referred to in the Estimate;

CONTRACTOR means Paul Strank Roofing Limited or its employees, agents, consultants or subcontractors;

CHARGES means the charges for the Works and, subject to clause 3 below, referred to in the Estimate and invoiced by the Contractor in accordance with the Contract;

MATERIALS means the goods and materials listed in the Estimate and provided to the Client by the Contractor.

Order means the Client's order for the Works as set out in the Estimate or the Client's acceptance of the Estimate

1.2 The headings in these terms are for convenience only and shall not affect their interpretation.

2 THE WORKS

2.1 The Order constitutes an offer by the Client to purchase the Works in accordance with the Contract.

2.2 The Order shall only be deemed to be accepted by the Contractor when the Contractor issues written acceptance of the Order or otherwise commences the Works.

2.3 The Client shall ensure that the terms of the Works are complete and accurate.

2.4 The Contractor shall provide the Works to the Client subject to the Contract. Any changes or additions to the Works or the Contract must be agreed in writing by the Contractor and the Client.

2.5 The Client shall at its own expense supply the Contractor with all necessary Documents or other materials, and all necessary data or other information relating to the Works, within sufficient time to enable the Contractor to provide the Works in accordance with the Contract.

2.6 The Client shall at its own expense retain duplicate copies of the Specification and insure against its accidental loss or damage. The Contractor shall have no liability for any such loss or damage, however caused.

2.7 The Works shall be provided in accordance with the Specification. The Client shall ensure the accuracy of the Specification.

2.8 Dates specified for the commencement and completion of the Works are estimates only and time shall not be of the essence of the Contract.

2.9 The Contractor shall have the right to make any changes to the Works which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Works, and the Contractor shall notify the Client in any such event.

3 ACCESS AND LICENCES

3.1 The Client shall provide clear access and prepare for the supply of the Works to enable the Contractor to undertake the Works and will make all necessary arrangements with the proper persons or authorities for any traffic controls and signals or other permits or permissions required in connection with the carrying out of the Works.

3.2 The Client must obtain any permission for the Contractor to proceed over property belonging to third parties if this is necessary for the proper execution of the Works and shall obtain any permission necessary to carry out work on property belonging to third parties.

3.3 The Client shall obtain, before commencement of work, every necessary planning approval, licence, permit, consent or authority

that may be required in connection with the Works. The Client shall reimburse the Contractor in full for all costs of uncompleted works, and for all expenses and additional work arising as the result of the Client's failure to do so.

The Client shall supply, free of charge, all necessary electricity and water required by the Contractor in connection with the carrying out of the Works and shall provide the Contractor and its employees with access to toilet facilities.

The Client shall not dispose of or use other than in accordance with the Contractor's written instructions all materials, equipment, documents and other property of the Contractor at the Client's premises or in the Client's possession or control.

The Client shall indemnify the Contractor against all claims of whatsoever nature made by third parties arising out of the presence of the Contractor its employees, agents or subcontractors on the Client's property save where such claim results directly from negligence on the Contractor's part.

The Client shall be liable to the Contractor for all loss or damage whether direct, indirect or consequential which is suffered by the Contractor as a result of failure or delay by the Client in performing the obligations referred to in this clause 3 ("Client Default"). The Contractor shall without limiting its other rights or remedies have the right to suspend performance of the Works until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delay's the Contractor's performance of any of its obligations. The Contractor shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Contractor's failure to delay to perform its obligations as set out in this sub-clause. The Client shall reimburse the Contractor on written demand for any costs or losses sustained or incurred by the Contractor arising directly or indirectly from the Client Default.

4 INSPECTION OF WORKS

4.1 The Client shall inspect the Works as far as it is reasonably possible to do so immediately upon their completion and if it considers that the Works or any part thereof are not in accordance with the Contract, it shall within 7 days from the date of inspection give detailed notice to the Contractor in writing thereof. In the absence of any such notice, the Works shall be conclusively presumed to be complete.

5 CHARGES

5.1 Subject to any special terms agreed, the Client shall pay the Charges and any additional sums which are agreed between the Contractor and the Client for the provision of the Works or which, in the Contractor's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of the Specification or any other cause attributable to the Client.

5.2 All charges quoted to the Client for the provision of the Works are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.

5.3 The Charges and any additional sums payable shall be paid by the Client (together with any applicable Value Added Tax, and without any set-off, counterclaim or other deduction) 75% on or before commencement of the Works and the balance (25%) upon completion of the Works. Time for payment shall be of the essence.

5.4 If payment is not made on the due date in accordance with clause 5.3 above, the Contractor shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 8% above the base rate from time to time of Barclays Bank plc accruing on a daily basis from the due date until the outstanding amount is paid in full, whether before or after judgment.

5.5 Any query or dispute that the Client may have in relation to the Charges must be notified to the Contractor in writing within seven days of receipt by the Client of any invoice for payment from the Contractor.

5.6 The Contractor shall not be required to issue or deliver any certificates, guarantees or other similar documents



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regarding the Works until full payment of the Charges has been made in full (in cash or cleared funds).

- 5.7 The Contractor may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by the Contractor to the Client.

6 TITLE AND RISK OVER MATERIALS

- 6.1 Risk in the Materials shall pass to the Client on delivery.
6.2 Notwithstanding the earlier passing of risk, title to the Materials shall remain with the Contractor and shall not pass to the Client until the Contractor has received payment in full (in cash or cleared funds) from the Client of all the Charges due under the Contract.

- 6.3 Until title to the Materials has passed to the Client, the Client shall:

6.3.1 hold such Materials on a fiduciary basis as the Contractor's bailee;

6.3.2 store such Materials separately from all other goods held by the Client or mark them so that they remain readily identifiable as the Contractor's property;

6.3.3 not remove, deface or obscure any identifying mark or packaging on or relating to such Materials; and

6.3.4 maintain such Materials in satisfactory condition and keep them insured from the date of delivery on the Contractor's behalf for their full price against all risks with an insurer that is reasonably acceptable to the Contractor.

- 6.4 If before title to the Materials passes to the Client the Client is subject to any of the events set out in clause 9.1.2 then, without limiting any other right or remedy the Contractor may have, the Contractor may at any time require the Client to deliver up such Materials and, if the Client fails to do so promptly, enter any premises of the Client or of any third party where the relevant Materials are stored in order to recover them.

- 6.5 The Contractor may at any time before title passes and without any liability to the Client:

6.5.1 repossess and dismantle and use or sell any of the Materials and by doing so terminate the Client's right to use or otherwise deal in them; and

6.5.2 for that purpose (or for determining what if any Materials are held by the Client and inspecting them) enter any premises of or occupied by the Client.

- 6.6 All intellectual property rights in or arising out of or in connection with the Works shall be owned by the Contractor.

7 ESTIMATES AND VARIATIONS TO THE CHARGES

The Estimate shall not constitute an offer by the Contractor and is subject to withdrawal by the Contractor at any time before the issuing of a written acceptance of the Order or commencement of the Works (following receipt and shall be deemed to be withdrawn within 2 calendar months from date stated on the Estimate in the absence of an Order).

- 7.1 Unless otherwise specified by the Contractor in the Estimate, an Estimate is not a firm or fixed price quotation. It is an estimate of the likely cost of the Works, based on the information made available to the Contractor.

- 7.2 The Contractor reserves the right to increase the Charges before carrying out the Works by an amount equivalent to any increase to the Contractor in the cost of Materials, labour, equipment hire or transport since the date upon which the Estimate was given, save that if this would increase the estimated price by more than 10%, the Client may cancel the Contract provided it does so before the Works are begun, any relevant materials are ordered or any equipment is hired.

8 WARRANTIES AND LIABILITY

- 8.1 The Contractor warrants to the Client that the Works will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Specification. Where the Contractor supplies in connection with the provision of the Works any Materials supplied by a third party, the Contractor does not give any warranty, guarantee or other term as to their quality, fitness for purpose or

otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the Materials to the Contractor.

The Contractor shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from the Specification or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

Except in respect of death or personal injury caused by the Contractor's negligence, or as expressly provided in these Terms, the Contractor shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Contractor, its servants or agents or otherwise) which arise out of or in connection with the provision of the Works, and the entire liability of the Contractor under or in connection with the Contract shall be limited to the reasonable costs of repair or reinstatement of any loss or damage to the Client's property if such loss or damage results from the Contractor's negligence or that of its employees, agents or sub-contractors and the Client incurs such costs and in any event shall not exceed the amount of Charges.

The Contractor shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Contractor's obligations in relation to the Works, if the delay or failure was due to any cause beyond the Contractor's reasonable control.

The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

This clause 8 shall survive termination of the Contract.

9 TERMINATION

- 9.1 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if:

9.1.1 the other commits any breach of these Terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so; or

9.1.2 the other goes into liquidation, becomes bankrupt, has a receiver appointed, makes a composition or voluntary arrangement with its creditors or enters administration, or a moratorium comes into force in respect of the other (within the meaning of the Insolvency Act 1986) or in the reasonable opinion of the other is likely to do so; or

- 9.1.3 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or substantial part of its business; or

9.1.4 the other party (being an individual) dies, or by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

9.2 Without limiting its other rights or remedies, the Contractor may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment.

- 9.3 On termination of the contract for any reason:

9.3.1 the Client shall immediately pay to the Contractor all of the Contractor's outstanding unpaid invoices and any interest in respect of Works supplied but for which no invoice has been submitted, the Contractor shall submit an invoice, which shall be payable by the Client immediately on receipt;

9.3.2 the Client shall return all Materials which have not been fully paid for. If the Client fails to do so, then the Contractor may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;



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9.3.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

9.3.4 clauses which expressly or by implication have effect after termination shall continue in full force and effect.

10 GENERAL

10.1 The Contract constitutes the entire agreement between the parties, supersedes any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions including the Client's standard conditions (if any) or any other conditions which the Client may purport to apply whether express or implied by statute, trade, custom, practice or otherwise, are excluded to the fullest extent permitted by law.

10.2 The Client acknowledges that the Contractor has not made any representations (other than any expressly stated in the Contract and/or in the Estimate) which have induced it to enter into the Contract and the Contract shall constitute the entire understanding between the Client and the Contractor for the performance of the Works.

10.3 A notice required or permitted to be given by either party to the other under these Terms shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

10.4 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

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

10.6 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

10.7 English law shall apply to the Contract, and the parties agree to submit to the exclusive jurisdiction of the English courts.

10.8 The Contractor shall not be held liable to the Client as a result of any delay or failure to perform its obligations under the Contract as a result of a force majeure event (being any event beyond a party's reasonable control, which by its nature could not have been foreseen, or, if it could have been foreseen, was unavoidable).

10.9 The Contractor may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract any may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

10.10 The Client shall not, without the prior written consent of the Contractor, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

10.11 Any notice or demand will be deemed to be served if given personally or left at or sent by registered post or recorded delivery to the party on whom it is intended to be served at its registered office or at its last known address and shall be deemed to have been served 48 hours after the date of posting.

10.12 A waiver of any right or remedy under these Conditions is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under these Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other

right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

10.13 Except as expressly set out, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Contractor.

10.14 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales

SCHEDULE

THIS SCHEDULE INCORPORATES PAUL STRANK ROOFING LTD STANDARD TERMS AND CONDITIONS AND THE ESTIMATE. THE TERMS AND CONDITIONS ARE EITHER ATTACHED TO OR ON THE REVERSE OF THIS SCHEDULE, BUT IF NOT YOU SHOULD CONTACT US TO OBTAIN A COPY, AS THEY FORM PART OF THE CONTRACT. NO OTHER TERMS WILL APPLY UNLESS EXPRESSLY AGREED IN WRITING BY PAUL STRANK ROOFING LTD.

BY SIGNING THIS SCHEDULE OR THE SERVICES YOU ACCEPT AND AGREE TO THE PROVISION OF THE SERVICES ON THE TERMS OF THIS CONTRACT INCORPORATING PAUL STRANK ROOFING LTD STANDARD TERMS AND CONDITIONS.

SIGNED BY CLIENT

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CLIENT ADDRESS:

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ESTIMATE NUMBER(S):

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SITE ADDRESS:

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