

KS ROOF MASTER LIMITED TERMS AND CONDITIONS (B2B)

BACKGROUND:

These Terms and Conditions shall apply to the provision of services by **KS ROOF MASTER LIMITED of International House 36-38 Cornhill London, England** (“the Roofer”) to customers that require their services.

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 (whether orally or in writing or any other medium) which incorporates and is subject to, these Terms and Conditions and the Quotation which the Parties will enter into upon the Customer’s acceptance of the Quotation;
“Agreed Date”	means the date on which the provision of the Services will commence as agreed by the Parties;
“Agreed Times”	means the times which the Parties shall agree upon during which the Roofer shall have access to the Property to complete the Job;
“Business Day”	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the England;
“Confidential Information”	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
“Customer”	means the business that requires the Services subject to these Terms and Conditions and the Agreement being a customer receiving the Services for the purposes of a business and not a “consumer” as defined by the Consumer Rights Act 2015;
“Final Fee”	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.
“Job”	means the carrying out in full of all of the Services;
“Order”	means the Customer’s initial request (whether orally or in writing or any other medium) to acquire the Services from the Roofer as described in Clause 2 of these Terms and Conditions;
“Products”	means the products required to render the Services which the Roofer shall procure and supply (unless otherwise agreed);

“Property”	means the Customer's property or premises, as detailed in the Order and the Agreement, at which the Job is to be carried out;
“Quotation”	means a quotation detailing proposed fees and services supplied to the Customer in accordance with Clause 2 of these Terms and Conditions. Any such quotation shall a) be deemed to incorporate, and be subject to, these Terms and Conditions b) not be deemed to be an acceptance of an Order;
“Quoted Fee”	means the fee which will be quoted to the Customer in the Quotation following the Order which may vary according to the actual work undertaken as set out in Clause 4 of these Terms and Conditions;
“Services”	means the roofing services provided by the Roofer as detailed in Clause 5 of these Terms and Conditions; and
“Visit”	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 similar expression, includes a reference to any communication effected by electronic 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 referring to the singular number shall include the plural and vice versa.

1.5 References to any gender shall include any other gender.

1.6 References to persons shall include corporations.

2. Orders

2.1 The Roofer accepts orders for their Services through telephone, emails, social media platforms (including WhatsApp messaging) company website and other internet-based channels.

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, the area/s of roofing relation to 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, unless they do not wish to provide any quotation for the Services required, prepare and submit a Quotation to the Customer either by email, hand delivered, post or social media platforms (WhatsApp) 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 of the Quotation by the Customer but changes to a Quotation shall only have effect if and to the extent that a revised Quotation in which they are included is issued to the Customer. The Customer may accept the Quotation or, where applicable, the revised Quotation, either by email, hand delivered, post or social media platforms (including WhatsApp messages). Unless and except as the Roofer may otherwise agree in writing at any time, a Quotation shall only remain valid for acceptance within 7 days after it is issued by the Roofer.

3. Deposit

- 3.1 All Quotations with Fees of more than £70,000 will require a Deposit to be paid before commencement of service by the Roofer. At the time of accepting the Quotation or not more than 7 days thereafter the Customer must pay a Deposit to the Roofer. The Deposit shall be 15% of the Quoted Fee.
- 3.2 Subject to the provisions of Clause 7 the Deposit shall be non-refundable.

4. Fees and Payment

- 4.1 The Quoted Fee shall include the price payable for the Services and where requested by the Customer, for the estimated Products required to render the Services and complete the Job.
- 4.2 The Roofer shall use his best and 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 necessary minimum.
- 4.3 In the event that the prices of Products to be procured by the Roofer or costs of services to be procured by the Roofer 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 for the Final Fee when the provision of the Services and the Job is complete.
- 4.5 All invoices must be paid within 7 days 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 5 % above the base rate of the 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 their 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 they comply with any and all relevant codes of practice.
- 5.6 The Roofer shall properly dispose of all waste that results from their 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 Following completion of the Job the Customer shall have a period of 7 days within which to inspect the completed work and to notify the Roofer of any defects. The Roofer shall correct such defects at no additional cost to the Customer.

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 48hours 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 48hours notice is given the Roofer shall invoice the Customer at the Roofer's normal rate.

7. Cancellation

- 7.1 The Customer may cancel or reschedule the Job at any time before the Agreed Date. The following shall apply to cancellation or rescheduling:
 - 7.1.1 If the Customer cancels the Job more than 7 days before the Agreed Date the Roofer shall issue a full refund of all sums paid, including the Deposit.
 - 7.1.2 If the Customer reschedules the Job more than 2 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.

- 7.1.3 If the Customer cancels the Job less than 7 days but more than 2 days before the Agreed Date the Roofer shall refund any sums paid less the Deposit.
- 7.1.4 If the Customer reschedules the Job less than 2 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.
- 7.1.5 If the Customer cancels the Job less than 1 day before the Agreed Date the Roofer shall retain all sums paid and any outstanding sums shall become immediately payable. No refund shall be issued.
- 7.1.6 If the Customer reschedules the Job less than 1 day 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.
- 7.2 The Roofer may cancel the Job at any time before the Agreed Date and shall refund all sums paid, including the Deposit.

8. Liability, Indemnity and Insurance

- 8.1 The Roofer shall ensure that they have in place at all times suitable and valid insurance which shall include public liability insurance.
- 8.2 The Roofer's total liability for any loss or damage caused as a result of their negligence or breach of these Terms and Conditions or of the Agreement shall be limited to the price paid within the Quotation.
- 8.3 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.
- 8.4 Nothing in these Terms and Conditions or in the Agreement shall limit or exclude the Roofer's liability for death or personal injury.
- 8.5 Subject to sub-Clause 8.2, 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.
- 8.6 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 or the Agreement.

9. Guarantee

- 9.1 The Roofer guarantees that the product of all Services provided shall be free from any and all defects for a period of 25 years following completion of the Job.
- 9.2 If any defects in the product of the Services appear during the guarantee period set out in sub-Clause 9.1 the Roofer shall rectify any and all such defects at no cost to the Customer.

10. Data Protection

The Roofer will only use the Customer's personal data as set out in the Roofer's

Privacy Notice available from on request.

11. Confidentiality

11.1 Except as provided by sub-Clause 11.2 or as authorised in writing by the other Party, each Party shall, at all times during the continuance of the Agreement and for 6 years after its termination:

11.1.1 keep confidential all Confidential Information;

11.1.2 not disclose any Confidential Information to any other party;

11.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;

11.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

11.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 11.1.1 to 11.1.4 above.

11.2 Either Party may:

11.2.1 disclose any Confidential Information to:

11.2.1.1 any sub-contractor or supplier of that Party;

11.2.1.2 any governmental or other authority or regulatory body; or

11.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 11.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 11, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

11.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.

11.3 The provisions of this Clause 11 shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

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 ("Force Majeure"). 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, pandemic, governmental action or any other similar or dissimilar event that is beyond the control of the Party in question.

- 12.2 In the event that a Party to the Agreement cannot perform their obligations thereunder as a result of Force Majeure for a continuous period of 6 months, the other Party may at its discretion terminate the Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services completed up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Agreement.

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 that other Party under any of the provisions of the Agreement is not paid within 10 Business Days of the due date for payment;
 - 13.1.2 that 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 20 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 that other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
 - 13.1.4 that 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 that 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 re-construction 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 that 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 Where the Customer terminates the Agreement under sub-Clause 13.1, the Deposit and other amounts received from it shall be refunded in full, and it shall not be liable for any other amount(s) payable under the Agreement.
- 13.4 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;
- 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; and
- 14.5 each Party shall (except to the extent referred to in Clause 11) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

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 Subject to sub-Clause 19.2 the Agreement shall be personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.
- 19.2 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

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 e-mail and a successful return receipt is generated; or

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

In each case notices shall be addressed to the most recent address or e-mail address 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 a duplicate original, but all the counterparts together shall constitute one and the same instrument. No counterpart shall be effective until each Party has executed at least one counterpart.

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 If negotiations under sub-Clause 27.1 do not resolve the matter within 1 month of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution ("ADR") procedure.
- 27.3 If the ADR procedure under sub-Clause 27.2 does not resolve the matter within 1 month of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.
- 27.4 The seat of the arbitration under sub-Clause 27.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.
- 27.5 Nothing in this Clause 27 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.
- 27.6 The decision and outcome of the final method of dispute resolution under this Clause 27 shall be final and binding on both Parties.

28. Law and Jurisdiction

- 28.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 28.2 Subject to the provisions of Clause 27, any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the exclusive jurisdiction of the courts of England and Wales.