



GNR | Geoff Neal (roofing) Limited  
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## TERMS AND CONDITIONS OF TRADING – REPAIR AND MAINTENANCE

### 1 Definitions

In these conditions the following definitions shall apply:

*“the Conditions”* means these terms and conditions of trading, together with all of the terms and qualifications set out in the Company’s Quotation

*“the Price”* means the sum specified and/or the amount calculated in accordance with the rates and prices stated by the Company in its quotation to the Customer. For the avoidance of doubt, the Price is exclusive of Value Added Tax (“VAT”) at the appropriate rate.

*“the Works”* means the works specified within the Quotation;

*“the Company”* means Geoff Neal (Roofing) Limited (Company number 03077747) whose registered office is at Club Chambers, Museum Street, York, North Yorkshire, England, YO1 7DN and whose trading address is at Sutton Road, Wigginton, York, YO32 2RB;

*“the Company’s Representative”* means Oliver Neal, Managing Director of the Company or such other party as notified in writing from time to time;

*“the Customer”* means the person(s), firm or company who purchases the supply of goods and services from the Company;

*“the Customer’s Representative”* means [NAME];

*“Days”* does not include weekends, Christmas Day, Good Friday or a day which under the Banking & Financial Dealings Act 1971 (or any amendment or modification thereto) is a bank holiday in England & Wales;

*‘the Quotation’* means the Company’s formal written offer for carrying out and completing the Works; &

*“the Site”* means the land and other places on which the Works are to be undertaken, any other land or place provided by the Customer for the purposes of the carrying out of the Works and any/all existing structures thereon and contents therein.

*“Variation”* means an addition to, omission from or change in the Works or the order or manner in which they are carried out

### 2 Acceptance of Conditions

The Conditions and the Quotation form the entire contract between the Company and the Customer to the exclusion of any/ all other terms and conditions. Any variation of the Conditions shall be of no effect unless specifically agreed in writing by the Company’s Representative.

### 3 Price and Additional Works

3.1 The Customer will pay the Company the Price stated in the Quotation or the amount calculated in accordance with the rates and prices stated in the Quotation together with any amounts which become due and payable under this contract including a fair and reasonable allowance for Variations. No reduction in the Price shall be applicable unless agreed in writing by the Company’s Representative.

3.3 Instructions given to the Company by the Customer that require a Variation, must be in writing. Any Variation instruction shall be deemed to take effect from the date that it received.

### 4 Customer’s Duties

The Customer shall provide to the Company access to areas and facilities required and stated in the Quotation. The Customer shall provide at no charge to the Company adequate electrical and water supplies accessible at the Site to enable the Company to execute the Contract Works.

### 5 Confidentiality

The Customer shall treat the contract as confidential and shall not disclose the content or any part thereof without the written consent of the Company’s Representative.

### 6 Time

6.1 If any stipulation is made in the Quotation or otherwise, as to commencement or completion of the performance of the Contract, the same shall be deemed to be an estimate only and not binding, unless otherwise agreed in writing by the Company’s Representative. The Company shall not be liable to the Customer or any third party for any losses attributable to any delay in respect of the commencement and/or completion of the Works or to lack of co-ordination and integration between the Works and/ or any works undertaken by a third party not under the control of the Company

6.2 The Company shall not be liable for any failure or delay in performing their obligations where such delay or failure results from the following causes which are beyond the Company’s reasonable control:

- (i) the Customer’s instructions to the Company in respect of any Variation to the Works;
- (ii) act of prevention or obstruction to the Works by the Customer or any other person(s) not under the control of the Company;
- (iii) adverse weather conditions detrimental to the continuance of the Works;
- (iv) force majeure including, but not limited to, Acts of God, explosions, floods, earthquakes, tempest, fires, lightning, accidents, thefts, epidemics, pandemics, aircraft and other aerial devices or articles dropped therefrom or exceptionally adverse weather conditions;
- (v) war/conflict or threat of war/conflict, sabotage, insurrection, civil disturbance, riot, civil commotion or requisition;
- (vi) acts, restrictions, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority



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(vii) import or export regulations or embargoes; or

(viii) strikes, lockouts or other industrial actions or trade disputes, whether involving employees of the Contractor or of a third party, and:

## **7 Payment**

7.1 The Customer shall pay the Company in full on completion of the Works including VAT at the appropriate rate.

7.2 If the Customer fails to pay the Company in full in accordance with 7.1, he shall, in addition to any unpaid amount that should properly have been paid, pay the Company interest at the rate of 8% over the Bank of England base rate in accordance with the Late Payment of Commercial Debts [Interest] Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002, for the period from the final date for payment until the payment is made. Outstanding accounts and interest under clause 7.13 shall be due as a debt and payable on demand.

## **8 Insurance**

8.1 The Customer's obligations

The Customer shall ensure at all times that the Site is insured to the full value of reinstatement, replacement or repair of loss or damage caused by fire, lightning, explosion, storm, high winds, gales, flood, escape of water from any water tank, apparatus or pipe, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot and civil commotion and all other foreseeable risks or hazards.

8.2 The Company's obligations

The Company shall hold Employers Liability and Public Liability insurance for the carrying out of the Works. Copies of the Company insurance certificates will be provided on request.

## **9 Preparation of Site**

Prior to the commencement of the Works and for the duration thereof, it shall be the responsibility of the Customer to provide protection and/or remove all satellite, television or radio equipment and any other fixtures, fittings attached thereto or in close proximity to the site. The Customer shall also be entirely responsible for the condition of the Site.

## **10 Notice of structures**

Prior to the commencement of the Works and for the duration thereof, the Customer shall provide written notice to the Company informing it of any glass roofs, glasshouses or neighbouring glass structures. Any such structures shall be incorporated into the contract between the parties. Nonetheless, it is at the discretion of the Company to determine whether any of the aforementioned structures should be protected from damage resulting from the execution of the Works. The Company shall not be liable, whether direct or otherwise, for any loss or damage sustained to any glass structure not specified within the contract. The Customer shall provide at no charge to the Company adequate electrical and water supplies accessible at the Site to enable the Contractor to execute the Contract Works.

## **11 Existing defects and water penetration to premises**

The Company shall not be liable for any damage or loss attributable to any existing defect(s) in the existing structure on the Site. The Company shall not be liable for any damage or loss attributable to the Site and/or any of the Customer's premises by reason of water penetration or otherwise during the carrying out of the Works.

## **12 Third party contracts**

The Company is not bound expressly or impliedly by the terms of any third party contract and shall have no obligation (express or implied) other than to carry out its obligations under the contract pursuant to the Conditions.

## **13 Total liability of the Company**

Notwithstanding any breach of the contract by the Company, the total liability (whether in contract, tort, negligence, non-fraudulent misrepresentation, breach of statutory duty or otherwise) of the Company arising under and/or in connection with the contract shall not exceed the reasonable cost of any remedial works or the total value of the contract, which ever shall be the lesser. The Customer acknowledges that the limitations and exclusions of the obligations and liabilities of the Company set out herein are reasonable; and the Customer shall accept the risk and/or insure accordingly.

PROVIDED THAT nothing herein shall be construed as purporting to exclude or restrict any liability of the Company to the Customer for personal injury or death emanating from negligence (as defined by the Unfair Contract Terms Act 1997, including any amendment or re-enactment thereof), statutory liability or any exclusion or limitation that is prohibited by law.

## **14 Third party rights**

The contract is for the sole benefit of the parties to the contract and terms that make reference to third parties are not to be construed as terms purporting to confer benefits upon third parties. It is not the intention of the parties to the contract that any terms hereof should be enforceable by anyone other than the parties to the contract.

## **15 Quality and Defects**

The Company shall at its own cost and expense make good any defective or damaged work to the Works carried out by the Company, subject to clause 14 and PROVIDED ALWAYS that the Customer shall give the Company a reasonable opportunity to inspect and make good such damage or defective work before the Customer may reject such work.

## **16 Workmanship**

The Company will carry out the Works in a good and workmanlike manner.



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**17 Assignment**

Neither party shall assign its respective rights under the contract without the written consent of the Customer Representative and the Company Representative.

**18 Title to the goods**

Title to goods and materials required for the purposes of the Works shall not pass to the Customer until such time as the Customer has paid to the Company the Contract Price in full.

**19 Construction (Design and Management) Regulations 2015**

The Customer and the Company shall discharge their duties under the Construction (Design and Management) Regulations 2015 and any amendment or modification thereto and under all applicable Health and Safety legislation. The Customer shall in no way hinder or prevent the Company from doing so and shall indemnify and hold harmless the Company against and from any claims, costs, damages, expenses, liabilities and losses suffered or incurred by it, howsoever and whensoever arising, from the Customer's own failure to do so.

**20 Waiver**

No failure or delay by either the Company or the Customer in exercising any right, power or privilege under the contract shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.

**21 Severability**

If any of the Conditions shall in whole or in part be held to be illegal or unenforceable under any enactment or rule of law that condition or part thereof shall be deemed not to form part of the Conditions and the enforceability of the remainder of the Conditions shall not be affected.

**22 Governing law**

The contract shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the courts of England to determine any claim, debt, dispute and/or difference arising under and/or in connection with the contract (inclusive of questions of construction/interpretation).

**23 Service of notices**

Any notice to be served pursuant to these terms and conditions must be in writing and must be served by hand, or pre-paid post and delivered to the address stated in the contract, or in the case of a corporation it must be addressed to its registered office, and marked for the attention of the Customer Representative or Company Representative, as appropriate. Service shall take effect, if given by hand, with immediate effect, or if given by post, 2 Working Days after posting.