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TERMS AND CONDITIONS OF TRADING

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 price 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), trading as GNR Roofing services, 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

Upon receipt of the Customer's acceptance of the Quotation (whether in writing, verbally or by conduct) the Customer is deemed to have accepted the 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. The Conditions comprise the entire contract in writing for the purposes of The Housing Grants Construction and Regeneration Act 1996 (or any amendment or modification thereto) and The Local Democracy, Economic Development and Construction Act 2009 (or any amendment or modification thereto).

3 Price and Additional Works

3.1 The Customer will pay the Company the Price stated in the Quotation subject to any remeasure under clause 7.1, 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.

3.2 The Customer shall pay the reasonable costs incurred by the Company in implementing any Variation to the Works, plus a reasonable addition for overhead and profit. For the avoidance of doubt, additional charges may be incurred in the event that any competent statutory authority stipulates that additional works need to be undertaken.

3.2 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 Time

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.

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 extension

6.1 Notwithstanding Clause 4, the estimated period for the duration of the contract shall be extended by a reasonable period to take account of:

- .1 the Customer's instructions to the Company in respect of any Variation to the Works;
- .2 act of prevention or obstruction to the Works by the Customer or any other person(s) not under the control of the Company;
- .3 adverse weather conditions detrimental to the continuance of the Works;
- .4 the following causes beyond the Company's reasonable control:



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- (i) 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;
 - (ii) war/conflict or threat of war/conflict, sabotage, insurrection, civil disturbance, riot, civil commotion or requisition;
 - (iii) acts, restrictions, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority
 - (iv) import or export regulations or embargoes; or
 - (v) strikes, lockouts or other industrial actions or trade disputes, whether involving employees of the Company or of a third party, and:
- . 5 any suspension under clause 8.

7 Payment

- 7.1 The Company shall have the right to re-measure the Sub-Contract Works on completion. The computation of the final invoice or application for payment shall be subject to this clause.
- 7.2 The Company shall raise invoices or applications for payment at regular intervals on dates to be agreed with the Customer or in the absence of such agreement on or by the last working day of each month ("the valuation date"). The payment due date ("the payment due date") shall be 7 days from the valuation date. The final date for payment ("the final date for payment") shall be 21 days from the payment due date.
- 7.3 The amount to be included in the Company's invoice or application for payment shall be the value of work carried out on site, including additional works under clause 3, any materials and goods delivered to site (or held off site) for use in the Works, and any agreed fluctuations. It shall state:
- (i) the sum that the Company considers to be due at the payment due date
 - (ii) the basis on which the sum is calculated including the appropriate deduction for the sum of amounts previously paid by the Customer to the Company

Notices

- 7.4 In relation to every payment provided for by this contract, the Customer shall give a notice complying with clause 7.4 to the Company not later than 5 days after the payment due date ("the Customer Notice").
- 7.5 A Customer Notice shall specify:
- (i) the sum that the Customer considers to be or to have been due at the payment due date ; and
 - (ii) the basis on which that sum is calculated.
- 7.6 If the Customer does not give a Customer Notice under clauses 7.4 and 7.5, the Company's invoice or application for payment issued under clauses 7.2 and 7.3 shall be the payee's notice in default ("the Default Payment Notice").

Requirement to pay notified sum

- 7.7 Subject to any pay less notice given by the Customer under clause 7.9, the Customer shall pay the sum stated as due in the relevant notice on or before the final date for payment under clause 7.2.
- 7.8 The "notified sum" in relation to any payment provided for by this contract means any sum notified in accordance with clauses 7.4, 7.5, and 7.6 by the valid Customer Notice or the valid Default Payment Notice, whichever is applicable.

Pay Less Notice

- 7.9 Where the Customer intends to pay less than the sum stated as due in the relevant notice he shall not later than 7 days before the final date for payment, give the Company notice of that intention stating the sum that he considers due at the date the pay less notice is given and the basis on which that sum has been calculated
- 7.10 In relation to the giving of notices under this clause 7 it is immaterial that the amount then considered to be due may be zero.
- 7.11 Where a Customer Notice has been given under clauses 7.4 and 7.5, or where an effective pay less notice is given under clause 7.9, but on the matter being referred to adjudication the adjudicator decides that more than the notified sum should be paid, the difference shall be construed as requiring payment no later than
- (a) 7 days from the date of the decision; or



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(b) the date which apart from the notice would have been the final date for payment,

whichever is the later.

Failure to pay the amount due

7.12 Clause 7.7 does not apply in relation to a payment provided by this contract where:-

(a) the Company becomes insolvent then the Customer need not pay any sum due in respect of payment; and

(b) the Company has become insolvent after the prescribed period referred to in clause 7.9

7.13 If the Customer fails to pay a sum, or any part of it, due to the Company under these Conditions by its final date for payment, 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.

7.14 Outstanding accounts and interest under clause 7.13 shall be due as a debt and payable on demand. Acceptance of a payment of interest shall not in any circumstances be construed as a waiver either of the Company's rights to proper payment or of the Company's rights to suspend performance under clause 8 or terminate his employment under clause 9.

8 Suspension

In the event that the Customer fails to make payment pursuant to clause 7, the Company reserves the right to suspend the performance of any or all of its obligations under the contract subject to giving not less than 7 days written notice to the Customer ("*suspension notice*") stating the ground or grounds on which it is intended to suspend performance, until payment is made in full of the amount due. The Customer shall be liable to pay to the Company a reasonable amount in respect of costs and expenses reasonably incurred by the Company as a result of suspending performance including but not limited to de-mobilisation and re-mobilisation costs.

9 Termination

In the event that the Customer:-

- fails to make payment pursuant to these Conditions;
- commits an act of insolvency as defined in clause 15; or
- otherwise is in material breach of the provisions of this agreement

the Company reserves the right to provide the Customer with a written notice of its intention to terminate the contract ("*termination notice*"). In the event that the Company elects to terminate the contract, termination will take effect 14 days from the date of issue of the termination notice.

10 Insurance

10.1 The Customer's obligations

The Customer shall ensure at all times that the Site are 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.

10.2 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.

11 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.

12 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 Company to execute the Contract Works.

13 Commencement of Work

Any order received from the Customer to the Company to commence the Works by a certain date shall include a representation to the Company that the Site is ready for the Company to commence the Works in a continuous, uninterrupted manner from that date. The Customer shall give the Company not less than 28 days notice of the date upon which the Customer requires the materials to be on the Site or such other notice period as agreed between the Customer Representative and the Company Representative. Where applicable, on delivery of the materials to the Site, the Customer shall at its own cost immediately unload and store the materials in a suitably dry and secure place of storage. The Customer shall inspect and be deemed to have accepted the materials while unloading unless the Customer has reported in writing any damage to the same to the carrier and to the Company within 7 days of the date of unloading of the materials.



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14 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.

15 Insolvency of Customer

If the Customer becomes insolvent (for the purpose of Customer insolvency the Insolvency Act 1986 including any amendment or re-enactment thereof shall apply) the Company shall be at liberty (but not bound) at any time thereafter:

- .1 to terminate the contract by written notice pursuant to clause 9 and to collect all materials, goods, tools or articles of any description including any sent to the Customer (save those already fixed, fitted and/or installed to the property to which the Works are being carried out) for any purpose; or
- .2 to give the appointed insolvency practitioner or other person the option of carrying on with the contract subject to it providing a guarantee up to the amount to be agreed for the due and faithful execution of the contract.

16 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.

17 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.

18 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.

19 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.

20 Design, selection of materials and design co-ordination

The Company covenants that:-

- (a) Insofar as the Works comprise any design; and
- (b) In selecting and using materials and products and the mixing of compounds (including mortar mixes)

the Company shall exercise the reasonable skill and care as would be expected of a qualified and competent designer designing works of a similar size, cost and complexity as the Contract Works or selecting materials and products and / or mixing compounds PROVIDED ALWAYS that the Company shall not be responsible for co-ordinating the design of the Works with the works of any third party not under the control of the Company.

21 Workmanship

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

22 Assignment

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

23 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.

24 Copyright

Copyright in all quotations, plans, drawings, specifications, reports, schedules and other documentation produced by the Company for the purposes of the Contract Works shall remain vested in the Company.

25 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



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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.

26 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.

27 Conflict of documents

In the event of any conflict arising between the contract documentation, the Conditions will prevail.

28 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.

29 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).

30 Mediation

The parties to the contract shall endeavour to resolve in good faith any dispute and/or difference arising under and/or in connection with the contract by mediation. In the event that the parties refer any dispute to mediation then it shall be administered by the Centre for Dispute Resolution ("CEDR"). The mediation shall be conducted in accordance with CEDR's mediation rules/guidelines (current at the date of the contract), which sets out the procedures to be adopted and the process for selection of a mediator, and which terms are hereby deemed incorporated.

31 Adjudication

Where the contract is a construction contract within the meaning of the Housing Grants Construction and Regeneration Act 1996 (including any amendment or re-enactment thereof) either party may, at any time, refer any dispute and/or difference arising out of and/or in connection with the contract to adjudication in accordance with the Scheme for Construction Contracts (England & Wales) Regulations 1998 (including any amendment thereto) ("the Scheme") and any such adjudication shall be conducted in accordance with the provisions of the Scheme.

32 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.