



## Terms and conditions of sale

### Section One - Definitions

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

Event Outside Our Control: is defined in clause 11.2;

Order: your Order for the Product;

Product: the Product that we are selling to you as set out in the Order;

Terms: the terms and conditions set out in this document; and

we/our/us: Roof-Maker Ltd (registered in England and Wales with company number 4296929) whose registered office is at 1 Pinfold Road, Thurmaston, Leicester LE4 8AS.

1.2 When we use the words "writing" or "written" in these Terms, this will include e-mail unless we say otherwise.

### Section Two - Our Contract with You

- 2.1 These are the terms and conditions on which we supply Product to you.
- 2.2 Please ensure that you read these Terms carefully and check that the details of the Order and in these Terms are complete and accurate, before you submit the Order. If you think there is a mistake or require any changes, please contact us to discuss.
- 2.3 When you submit the Order to us, this does not mean we have accepted your Order for Product. Our acceptance of the Order will take place as described in clause 2.4. If we are unable to supply you with the Product, we will inform you of this and we will not process the Order.
- 2.4 These Terms will become binding on you and us when we issue you with a written acceptance of an Order (such as our invoice) or, if earlier, when we begin making the Product in your Order, at which point a contract will come into existence between you and us.
- 2.5 If any of these Terms conflict with any term of the Order, these Terms will take priority. These Terms may only be varied in writing by one of our directors.
- 2.6 If you are not a consumer, you confirm that you have authority to bind any business on whose behalf you purchase Product.

### Section Three - Changes to Order or Terms

We may revise these Terms from time to time in the following circumstances:

- 3.1 changes in how we accept payment from you; or
- 3.2 changes in relevant laws and regulatory requirements.
- 3.3 You may make a change to the Order for Product within two calendar days of placing that Order by contacting us provided that we have not yet begun making the Product. Where this means a change in the total price of the Product, we will notify you of the amended price in writing. You can choose to cancel the Order in accordance with clause 12.1 in these circumstances.

### Section Four - Made-to-measure Product

- 4.1 The images of the Product on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that your computer's display of the colours accurately reflect the colour of the Product. Your Product may vary slightly from those images. Although we have made every effort to be as accurate as possible, because our Product are handmade all dimensions and measurements indicated on our website have a 20mm tolerance.
- 4.2 We make the Product according to the measurements you provide us. You can find information and tips on how to measure on our website, or by contacting us.
- 4.3 Please make sure your measurements are correct and accurate. Unfortunately, we cannot accept the return of made-to-measure Product if the reason for the return is because you provided us with incorrect measurements. However, this will not affect your legal rights as a consumer in relation to made-to-measure Product that are faulty or not as described. Advice about your legal rights is available at your local Citizen's Advice Bureau or Trading Standards office.

### Section Five - Delivery of Goods

- 5.1 Please note that timescales for delivery and delivery charges will vary depending on the location of the delivery address. Please allow for extra time for deliveries to Devon and Cornwall, the Scottish Highlands and Islands, or to addresses outside the UK. Our delivery charges can be found on our website.
- 5.2 Within 48 hours of your Order, we will contact you to agree a delivery date. Occasionally our delivery to you may be affected by an event outside our control. See clause 11 for our responsibilities when this happens.
- 5.3 If you have asked to collect the Product from our premises, you can collect any time during our working hours of 8:00 am – 5:00 pm on weekdays only.
- 5.4 Delivery of an Order will be completed when we deliver the Product to the delivery address you provided us with, or you collect from us.
- 5.5 If no one is available at your address to take delivery of the Product at the time that has been mutually agreed, we will leave you a note that the Product has been returned to our premises. In this instance you will need to contact us to rearrange delivery. We are entitled to charge you for re- delivery.
- 5.6 If you change your delivery date to more than 7 days beyond the agreed delivery date, we are

entitled to charge you a fee for storage of the goods. This is normally £100 per week, but may vary depending on the size of the Product. We will inform you of and variations to the storage charge in writing.

- 5.7 If you cancel a build on site within 10 working days of the agreed instalment date. You will be charged for the original build and delivery costs. You will then need to arrange and be charged for a new build and delivery costs.
- 5.8 If we are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, we will deliver the Order in instalments. We will not charge you extra delivery costs for this. However, if you ask us to deliver the Order in instalments, we may charge you extra delivery costs. Each instalment will constitute a separate contract governed by these Terms. If we are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.
- 5.9 The Product will be your responsibility from the completion of delivery.
- 5.10 You own the Product effective from the time and date we receive payment in full, or the time and date of delivery.
- 5.11 We may suspend supply of the Product if you do not pay. If you do not pay us for the Product when agreed and you still do not make payment within 24-hours of us reminding you that payment is due, we may suspend supply of the Product until you have paid us the outstanding amount. We will contact you to tell you we are suspending supply of the Product.

### Section Six - If the Product is faulty

As a consumer, you have legal rights in relation to a Product that is faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

### Section Seven - Our guarantee of Product

- 7.1 We guarantee that on delivery and for a specified period after delivery, the Product will be free from material defects. The guarantee period depends on the Product concerned; please see our guarantee information in the hard copy warranty that accompanies these terms and conditions, or on our website at <http://roof-maker.co.uk/unique-warranty/> for full details. This guarantee does not apply in the circumstances described in clause 7.2.
- 7.2 This guarantee does not apply to any defect in the Product arising from:
  - 7.2.1 fair wear and tear;
  - 7.2.2 faulty installation of the Product by you or a third party;
  - 7.2.3 wilful damage, abnormal storage or working conditions, accident, or negligence by you or by a third party;
  - 7.2.4 if you fail to use the Product in accordance with the user instructions; and
  - 7.2.5 any alteration or repair has been undertaken by you or a third party.
- 7.3 If you make a claim under this guarantee, you may need to purchase a replacement Product while the Product in question is returned to us for examination. If it is found that the returned Product is faulty, you will be refunded the cost of the replacement Product.
- 7.4 The guarantee is in addition to your legal rights in relation to the Product that is faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.
- 7.5 Any alteration or modification to our Product, will void any warranty on the Product.
- 7.6 We will repair or replace a faulty Product, to the value no greater than the original cost.
- 7.7 Our Warranty is held by the original purchaser and is not transferable.

### Section eight - Price and Payment

- 8.1 The price of the Product will be set out in the price list that is current at the time the contract between us comes into force under clause 2.4. Our prices may change at any time, but price changes will not affect a contract that has already been agreed and/or signed by both parties.
- 8.2 The price for the Product includes VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery, we will adjust the rate of VAT that you pay, unless you have already paid for the Product in full before the change in the rate of VAT takes effect.
- 8.3 The price for the Product excludes delivery costs, which will be added to the total amount due.
- 8.4 You must make payment for the Product in advance by credit or debit card. We accept payment via Google Wallet and PayPal.
- 8.5 If you do not make any payment due to us by the due date, we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of the National Westminster Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 8.6 If you dispute an invoice in good faith and contact us to let us know promptly after you have received an invoice that you dispute it, clause 8.5 will not apply for the period of the dispute.

### Section Nine - Our liability to you if you are a Consumer

- 9.1 This clause nine only applies if you are a consumer.
- 9.2 If we fail to comply with these Terms, we are responsible for loss or damage you suffer

that is a foreseeable result of our breach of the Terms or our negligence. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this contract.

- 9.3. If we are installing the Product in your property, we will make good any damage to your property caused by us in the course of installation or performance. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover in the course of installation and/or performance by us.
- 9.4. We only supply the Product for domestic and private use. You agree not to use the Product for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 9.5. We do not exclude or limit in any way our liability for:
- 9.5.1. death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- 9.5.2. fraud or fraudulent misrepresentation;
- 9.5.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- 9.5.4. breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (sale by description, satisfactory quality, fitness for purpose and samples); and
- 9.5.5. defective Product under the Consumer Protection Act 1987.
- 9.5.6. We shall not be held responsible or liable for any costs incurred for replacing any Product we have supplied. This includes any equipment needed in the process to replace the Product.

#### Section Ten - Our liability if you are a business

- 10.1. This clause ten only applies if you are a business.
- 10.2. Nothing in these Terms limits or excludes our liability for:
- 10.2.1. death or personal injury caused by our negligence;
- 10.2.2. fraud or fraudulent misrepresentation;
- 10.2.3. breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- 10.2.4. defective Product under the Consumer Protection Act 1987.
- 10.3. Subject to clause 10.2, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the contract between us for:
- 10.3.1. any loss of profits, sales, business, or revenue;
- 10.3.2. loss or corruption of data, information or software;
- 10.3.3. loss of business opportunity;
- 10.3.4. loss of anticipated savings;
- 10.3.5. loss of goodwill; or
- 10.3.6. any indirect or consequential loss.
- 10.4. Subject to clause 10.2 and clause 10.3, our total liability to you in respect of all other losses arising under or in connection with the contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Product.
- 10.5. Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Product. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Product is suitable for your purpose.
- 10.6. We shall not be held responsible or liable for any costs incurred for replacing Product we have supplied. This includes any equipment needed in the process to replace the Product.

#### Section Eleven - Events Outside Our Control

- 11.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an event outside our control.
- 11.2. An event outside our control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.
- 11.3. If an event outside our control takes place that affects the performance of our obligations under these Terms:
- 11.3.1. we will contact you as soon as reasonably possible to notify you; and
- 11.3.2. our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control. Where the event outside our control affects our delivery of Product to you, we will arrange a new delivery date with you after the event outside our control is over.
- 11.4. You may cancel the contract if an event outside our control takes place and you no longer wish us to provide the Product. Please see your cancellation rights under clause 12. We may cancel the contract if the event outside our control continues for longer than 2 weeks in accordance with our cancellation rights in clause 13.

#### Section Twelve - Your Right to Cancel and Applicable Refund

- 12.1. You have the following rights to cancel an Order for a Product, including where you choose to cancel because we are affected by an event outside our control:
- 12.1.1. You may cancel any Order for a Product within two working days of placing an Order by contacting us. We will confirm your cancellation in writing to you. For the purposes of this

clause, a working day is a weekday which is not a public holiday in England.

- 12.1.2. If you cancel an Order under clause 12.1.1 and you have made any payment in advance for a Product that has not been delivered to you, we will refund these amounts to you.
- 12.2. Unfortunately, as our Product are made to your requirements, you will not be able to cancel your Order after the period set out in clause 12.1.1 (as we will have begun manufacture of the Product) but this will not affect your legal rights as a consumer in relation to made-to-measure Product that are faulty or not as described.
- 12.3. In this instance, if the Product are part ready we may charge you a cancellation fee dependant on the stage of your Order. This is at the discretion of the management.

#### Section Thirteen - Our Right to Cancel and Applicable Refund

- 13.1. We may have to cancel an Order before the Product is delivered, due to an event outside our control or the unavailability of materials. We will contact you promptly if this happens.
- 13.2. If we have to cancel an Order under clause 13.1 and you have made any payment in advance for a Product that has not been delivered to you, we will refund these amounts to you.

#### Section Fourteen - Information About us and How to Contact Us

- 14.1. We are a company registered in England and Wales. Our company registration number is 4296929 and our registered office is at 1 Pinfold Road, Thurmaston, Leicester LE4 8AS. Our registered VAT number is 777 2291 00.
- 14.2. You can contact us by telephoning our customer service team on 0116 269 6297 or by e-mailing us at sales@roof-maker.co.uk.
- 14.3. If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing, you can send this to us by e-mail, by hand, or by pre-paid post to Roof-Maker Ltd at 1 Pinfold Road, Thurmaston, Leicester LE4 8AS. We will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by pre-paid post to the address you provide to us in the Order.
- 14.4. If you are a business, please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee. The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

#### Section Fifteen - How we May use Your Personal Information

We will use the personal information you provide to us to:

- 15.1. provide the Product;
- 15.1.2 process your payment for the Product; and
- 15.1.3 inform you about similar Product or services that we provide, but you may stop receiving these at any time by contacting us.
- 15.2. If you are a business, you agree that we may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.
- 15.3. Subject to clause 15.2 we will not give your personal data to any third party.
- 15.4. Please refer to our privacy policy on our website <https://roof-maker.co.uk/about-us/privacy-policy/>

#### Section Sixteen - Other important terms

- 16.1. We may transfer our rights and obligations under these Terms to another organisation and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms.
- 16.2. You may only transfer your other rights or your obligations under these Terms to another person if we agree in writing.
- 16.3. This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 16.4. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 16.5. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing and that will not mean that we will automatically waive any later default by you.
- 16.6. If you are a consumer, these Terms are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 16.7. If you are a business, these Terms are governed by English law. This means that a 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), will be governed by English law. We and you both agree to the exclusive jurisdiction of the courts of England and Wales.
- 16.8. We will not file a copy of the contract between us.

#### Contact us

If you have an enquiry we can be contacted via: Phone: 0116 269 6297  
Email: customerservices@roof-maker.co.uk.

Post: Roof-Maker Ltd., 1 Pinfold Road, Thurmaston, Leicester, LE4 8AS

Registered Office: Roof-Maker Ltd., 1 Pinfold Road, Thurmaston, Leicester, LE4 8AS