



Chew Valley Roofing

TERMS & CONDITIONS OF BUSINESS (CONSUMERS)

JUNE 2022

CHEW VALLEY ROOFING LTD

*Providing roofing services in the Chew Valley and surrounding area,
including Bristol, Bath, and North Somerset*

1 The Briars, Waterberry Drive, Waterlooville, Hampshire, PO7 7YH

www.chewvalleyroofing.co.uk

office@chewvalleyroofing.co.uk

01275 772 460

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About Chew Valley Roofing

Chew Valley Roofing provides roofing services to Chew Valley and surrounding areas, including Bristol, Bath, and North Somerset.

Chew Valley Roofing is a trading style of Chew Valley Roofing Ltd (the “Company”), a company registered in England and Wales (No 10965624).

The Company’s registered office is at: 1 The Briars
Waterberry Drive
Waterlooville
Hampshire
PO7 7YH

The Company can be contacted by:

- by email to office@chewvalleyroofing.co.uk
- by online form at www.chewvalleyroofing.co.uk
- by calling 01275 772 460
- post to the registered office

In the event of an emergency, you can contact the Company by calling:

- during office hours, 01275 772 460
- outside of office hours, 07502 354 266

The Company is accredited with:



Summary

These Terms and Conditions are the standard terms which apply to the provision of roofing services by the Company to customers who require roofing services to be provided at their home.

Please read them carefully and ensure that you understand and agree to them. If you have any questions, please contact us.

These Terms and Conditions apply where the customer is a “consumer” as defined by the Consumer Rights Act 2015.

The Terms and Conditions

1. Definitions

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agreed Times”	means the times which You and We agree for the Roofer to have access to the Property to complete the Job as specified in the Agreement;
“Agreement”	means the contract into which You and We will enter if You accept the Estimate. The Agreement will incorporate, and be subject to, these Terms and Conditions.
“Business”	means any business, trade, craft, or profession carried on by You or any other person or organisation;
“Consumer”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Company who receives Roofing Services for their personal use and for purposes wholly or mainly outside the purposes of any Business;
“Deposit”	means the deposit You may be required to pay in accordance with Clause 5;
“Estimate”	means the estimate We give to You in accordance with Clause 4 detailing the services We will provide to You and the fees We will charge;
“Estimated Fee”	means the fee set out in the Estimate which may change according to the actual work undertaken as set out in Clause 6;
“Final Fee”	means the total of all sums You must pay, which will be shown on the invoice issued in accordance with Clause 6;
“Job”	means the complete performance of the Roofing Services;
“Model Cancellation Form”	means the model cancellation form appended to these Terms and Conditions;
“Order”	means Your initial request for Us to provide the Roofing Services as set out in Clause 4;

“Products”	means the products required for the provision of the Roofing Services which We will supply (if any) as specified in the Estimate;
“Property”	means Your home, as detailed in the Order and on Estimate, at which the Job is to take place;
“Roofing Services”	means the roofing services We will provide as specified in the Estimate;
“Roofer”	means Us or Our employee, agent or subcontractor who will be responsible for providing the Roofing Services;
“Start Date”	means the date You and We agree on for Us to start providing the Roofing Services;
“VAT”	means Value Added Tax payable pursuant to the Value Added Tax Act 1994 and any regulations made thereunder;
“Visit”	means any occasion, scheduled or otherwise, on which the Roofer visits the Property to provide the Roofing Services;
“We/Us/Our”	means the Company and includes all authorised employees, agents, and sub-contractors; and
“You/Your”	means a Consumer who has entered into an Agreement with Us for the provision of Roofing Services.

- 1.2 Each reference in these Terms and Conditions to “writing”, and any similar expression, includes electronic communications whether sent by e-mail, text message, fax, or other means.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 1.5 Each reference to a Schedule is a reference to a schedule to these Terms and Conditions.
- 1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 1.7 Words signifying the singular number will include the plural and vice versa.
- 1.8 References to any gender will include any other gender.
- 1.9 References to persons, unless the context otherwise requires, include corporations.

2. Information about us

- 2.1 Our details are provided on page 2 of this document.

3. Communications and contact details

- 3.1 If you wish to contact Us with questions or complaints, You may contact Us using the methods shown on page 2 of this document.
- 3.2 In certain circumstances (as stated in various clauses throughout these Terms and Conditions) You must contact Us in writing. When contact Us in writing You must use the following methods:
 - 3.2.1 contact Us by email to the Company's main email address (as shown on page 2 of this document); or
 - 3.2.2 contact us by pre-paid post to the Company's registered office (as shown on page 2 of this document).

4. Orders

- 4.1 We accept Orders for Roofing Services via:
 - 4.1.1 telephone;
 - 4.1.2 contact form on our website; or
 - 4.1.3 email.
- 4.2 When placing an Order You should set out:
 - 4.2.1 Your legal name and billing address;
 - 4.2.2 the location of the Property;
 - 4.2.3 the type(s) of roofing (e.g. flat, felt, tiled etc.); and
 - 4.2.4 the nature of the Roofing Services required.
- 4.3 We may provide You with an order form containing prompts for all required information.
- 4.4 Once the Order is complete and submitted, We will prepare an Estimate and send it to You either by email or first class post. The Estimate will set out the required Deposit (if applicable) and the Estimated Fee (see Clauses 5 and 6).
- 4.5 If We cannot accept your Order, We will inform you of this in writing.
- 4.6 You may make changes to the Order and Estimate before accepting it.
- 4.7 You may accept an Estimate by notifying Us in writing within one calendar month after the date We issue the Estimate.
- 4.8 When (but not before) You have accepted the Estimate and You have paid the Deposit, a legally binding contract between You and Us will be created for Us to provide the Roofing Services and for You to pay for them.
- 4.9 If you wish to change your Order after accepting the Estimate, please contact Us and We will tell you whether or not the change can be accommodated, along with any changes to the fees payable as a result. If we cannot accommodate the changes or the changes to the fees or other matters are not acceptable to you, you may cancel in

accordance with Clause 15 and/or 16.

5. Deposit

- 5.1 At the time of accepting the Estimate, depending on the nature of the work and any Products required in advance, You may be required to pay Us a Deposit. The Deposit will be set out on the Estimate.
- 5.2 We will invoice you for the Deposit on You notifying us of your acceptance of the Estimate and the desire to enter into an Agreement.
- 5.3 Where a Deposit is required, We will not enter into an Agreement until the Deposit is paid in full, unless expressly agreed by Us (whether in writing or by Our actions).
- 5.4 Clauses 7 and 8 apply in relation to the payment of a Deposit.
- 5.5 If you cancel the Roofing Services, We may retain some or all of the Deposit as set out in Clauses 15, 16 and 17.

6. Fees

- 6.1 The Estimated Fee will include the price payable for the Roofing Services and for the estimated Products required.
- 6.2 We will, where reasonably possible, use only the Products (and quantities of Products) set out in the Estimate; however, if additional Products are required, We will adjust the Final Fee to reflect this. We will keep any increases to a necessary minimum, will keep You informed at all times, and will not proceed without your agreement.
- 6.3 If the price of Products or services increases during the period between Your acceptance of the Estimate and the Start Date, We will inform You of the increase and of any difference in the Final Fee. If You do not wish to accept the increase, You may cancel and receive a full refund of all sums paid including, where applicable, the Deposit.
- 6.4 We will invoice You for the Final Fee, less any Deposit paid, when the Job has been completed.

7. VAT

- 7.1 The Estimated Fee, the Final Fee and any Deposit (if applicable) is subject to VAT. We will set out the amount of VAT at the prevailing rate together with the Estimate Fee on an Estimate and the Final Fee on an invoice.
- 7.2 We will adjust the amount of VAT that You must pay if the applicable VAT rate changes.
- 7.3 Unless you tell us otherwise, We will treat you as an end user for the purposes of section 55A of the Value Added Tax Act 1994.

8. Payment

- 8.1 You must pay any invoice:

- 8.1.1 in the case of an invoice for a Deposit under Clause 5, immediately; or
- 8.1.2 in any other case, within seven calendar days of receiving it.
- 8.2 We accept the following methods of payment:
 - 8.2.1 cash;
 - 8.2.2 cheque, made payable to “Chew Valley Roofing Ltd”; or
 - 8.2.3 electronic bank transfer to the Company’s bank account as specified on the invoice.
- 8.3 If You do not pay an invoice by the due date We may charge You interest on the overdue sum at the rate of 4% plus the base rate of Bank of England from time to time until payment is made in full. Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment.
- 8.4 If You have promptly contacted Us to dispute an invoice in good faith, We will not charge interest while such a dispute is ongoing.

9. Roofing Services

- 9.1 We will provide the Roofing Services in accordance with the specification set out in the accepted Estimate and in the Agreement (as may be amended by agreement between You and Us from time to time).
- 9.2 We may provide sketches, plans, diagrams, 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.
- 9.3 We will use reasonable endeavours to ensure that the Products We use match those chosen by You and, where applicable, are consistent throughout the Property (or relevant parts of the Property). There may be slight variations to the same Products as a result of differences between photographs, catalogues and other materials, and the Products themselves, or as a result of minor technical changes which will not impact your use of the Product in question. Product packaging may also vary. If different Products are required due to non-availability, We will not supply them without consulting with You first. If You do not wish to accept the alternative Products, You may cancel those Products, however, You must still pay for any other Products or other parts of the Roofing Services which have already been commenced.
- 9.4 We will ensure that the Roofing Services are performed with reasonable care and skill and to a reasonable standard which is consistent with best trade practice.
- 9.5 We will ensure that We comply with all relevant codes of practice that may apply from time to time, voluntary or otherwise.
- 9.6 We will properly dispose of all waste that results from Our provision of the Roofing Services.
- 9.7 Where a Job is to last for more than one working day, the Roofer will, where reasonably possible, leave the Property in a clean and tidy state and minimise any disruption to Your use and enjoyment of the Property while work is being carried out. We will, wherever possible, store all tools and materials only in areas where work is being carried

out or remove them from the Property at the end of each working day.

10. Faulty Products

- 10.1 If any Products are supplied in the course of Us providing the Roofing Services, and You discover a defect with one or more of those Products or if the Product or Products have been incorrectly described, You should inform Us pursuant to Clause 3.
- 10.2 Your rights under this Clause 10 may not apply if We believe that the defect has been caused deliberately or negligently by You, or as a result of Your failure to follow instructions given by the Us or the Roofer, or as included with the Product.
- 10.3 Within the first 30 calendar days, You are entitled, at Your option, to:
 - 10.3.1 a repair or replacement of the faulty Products,
 - 10.3.2 keep the faulty Product(s) at the reduced price, or
 - 10.3.3 except where Products that become inseparably mixed with others or following their installation as part of a roofing system, a refund of the value of the faulty Product(s) on their return.
- 10.4 After the first 30 calendar days, and for the first six months, We will, at Our option:
 - 10.4.1 repair or replace any defective Products or,
 - 10.4.2 if a repair or replacement is not practicable or possible, or if a repair or replacement is unsuccessful:
 - 10.4.2.1 require You to keep the faulty Product(s) at a reduced price, or
 - 10.4.2.2 except where Products that become inseparably mixed with others or following their installation as part of a roofing system, refund the value of the faulty Product(s) on their return.
- 10.5 After the first six months, if any Product develops a fault, You must prove that the Product in question was faulty at the time We supplied it and You took ownership of it. You may be entitled to a repair or replacement, or to a partial refund for up to six years depending upon the nature of the Product and how long it can reasonably be expected to last.

11. Problems with Our workmanship

- 11.1 We provide a workmanship warranty which applies to the provision of Roofing Services carried out Us on residential Property.
- 11.2 The terms and conditions under which that workmanship warranty is provided are available on Our website.
- 11.3 Your rights under this Clause 11 or the workmanship warranty may not apply if We believe that the defect has been caused deliberately or negligently by You, or as a result of Your failure to follow instructions given by the Us or the Roofer, or as included with any of the supplied Products.
- 11.4 As a consumer, You have certain legal rights with respect to the purchase of goods or

services. For full details of your legal rights and guidance on exercising them, it is recommended that You contact your local Citizens Advice Bureau or Trading Standards Office.

12. Your Obligations

- 12.1 If any consents, licences, or other permissions are needed from any third parties such as landlords, local authorities, or similar, You must obtain them before We begin to provide the Roofing Services.
- 12.2 We may ask you to move or remove certain furniture, fixtures and fittings in the Property before we begin work. Unless You and We specifically agree otherwise, this is Your responsibility.
- 12.3 You will ensure that the Roofer can access the Property at the Agreed Times to provide the Roofing Services.
- 12.4 You may either give the Roofer a set of keys to the Property or be present at the Agreed Times to give the Roofer access. We promise that all keys will be kept safely and securely by the Roofer.
- 12.5 If You do not provide the required access to the Property or make it impossible for Us to provide the Roofing Services by failing to comply with any other provision in this Clause 12, and do not have a good reason for this, We may invoice you for any additional charges incurred as a result.
- 12.6 You must ensure that the Roofer has access to electrical outlets and a supply of hot and cold running water.

13. Complaints and Feedback

- 13.1 We always welcome feedback from Our customers and, while We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 13.2 All complaints are handled in accordance with Our complaints policy. You can obtain a copy of Our complaints policy by contacting Us or visiting Our website.

14. Changing the Start Date

- 14.1 If You ask Us to change the Start Date:
 - 14.1.1 We will, where reasonably possible, agree a revised Start Date with You;
 - 14.1.2 If it is not possible to agree a revised Start Date either You or We may terminate the Agreement (see Clause 17).
- 14.2 If We ask You to change the Start Date, You may either:
 - 14.2.1 agree a revised Start Date with Us; or
 - 14.2.2 terminate the Agreement (see Clause 17).

15. Cancellation of Contract During the Cooling Off Period

- 15.1 Where the Agreement is not made “on Our premises”, You have a statutory right to a “cooling off” period. This period begins once the contract between You and Us is formed and ends:
- 15.1.1 in relation to any Products supplied, at the end of 14 calendar days after the date on which the Products are delivered. If the Products are delivered in instalments, the 14 calendar day period begins on the day that you receive the final instalment; and
 - 15.1.2 in relation to the Roofing Services, at the end of 14 calendar days after the date on which the contract is formed.
- 15.2 If You wish to cancel the Agreement within the cooling off period, You should inform Us immediately by a clear statement (e.g. a letter sent by post, fax, or email to the postal address, fax number, or email address specified in these Terms and Conditions). You may use the Model Cancellation Form, but You do not have to.
- 15.3 To meet the cancellation deadline, it is sufficient for You to send Your communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 15.4 If You exercise this right to cancel, You will receive a full refund of any amount paid to the Us in respect of the contract (including, but not limited to, the Deposit, where applicable).
- 15.5 We will refund money using the same method used to make the payment, unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of the refund.
- 15.6 We will process the refund due to You as a result of a cancellation without undue delay and, in any case, within the period of 14 calendar days after the day on which We are informed of the cancellation.
- 15.7 If You exercise the right to cancel in relation to Products:
- 15.7.1 We will issue a refund within 14 calendar days after We receive the relevant Products (and will include standard delivery charges if You send the Products to Us);
 - 15.7.2 You must return the Products to Us within 14 calendar days of the day on which You inform Us that You wish to cancel and return them;
 - 15.7.3 We may make a deduction from the refund for loss in value of any Products supplied, if the loss is the result of unnecessary handling by You;
 - 15.7.4 Please also note that Products that become inseparably mixed with others cannot be returned.
- 15.8 If the Start Date falls within the cooling off period, You must make an express request for provision of the Roofing Services to begin within the 14 calendar day cooling off period. By making such a request You acknowledge and agree to the following:
- 15.8.1 If the Job is completed within the 14 calendar day cooling off period, You will lose the right to cancel once the Job is completed;

- 15.8.2 If You cancel the Agreement after provision of the Roofing Services has begun You will be required to pay for the Roofing Services and any Products that cannot be returned to Us supplied up until the point at which You inform Us of Your wish to cancel;
 - 15.8.3 The amount due will be calculated in proportion to the full price of the Roofing Services and the actual Roofing Services already provided. Any sums that have already been paid for the Roofing Services will be refunded, subject to deductions calculated on this basis;
 - 15.8.4 We will process any refund within 14 calendar days after You inform Us of Your wish to cancel.
- 15.9 Clause 14 applies to the termination of the Agreement after the 14 calendar day cooling off period has elapsed.

16. Cancellation Outside of the Cooling Off Period

- 16.1 In addition to Your rights in Clause 15 relating to the cooling off period, the following applies to Your termination of the Agreement after the cooling off period and before the Start Date (if relevant):
- 16.1.1 If You cancel the Job after the 14 calendar day cooling off period has expired (or where it does not apply) and more than one calendar month before the Start Date, We will refund the Deposit, if applicable, and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of cancellation.
 - 16.1.2 If You cancel the Job after the 14 calendar day cooling off period has expired (or where it does not apply) and less than one calendar month before the Start Date, We will retain from the Deposit, if applicable, a sum to cover any net financial loss that We suffer due to the cancellation. We will refund the balance of the Deposit to You as soon as is reasonably possible, and in any event within 14 calendar days of cancellation. If Our net financial loss is more than the amount of the Deposit (and/or if no Deposit has been paid), We will invoice You for the shortfall and You will be required to make payment in accordance with Clause 6.
- 16.2 We may need to terminate the Agreement before the Start Date due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform You as soon as is reasonably possible. We will refund the Deposit, if applicable, and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of termination.

17. Termination

- 17.1 You may terminate the Agreement with immediate effect at any time by giving Us written notice if:

- 17.1.1 We have breached the Agreement in any material way and have failed to remedy that breach within one calendar month of You asking Us in writing to do so;
 - 17.1.2 We enter into liquidation or have an administrator or receiver appointed over Our assets;
 - 17.1.3 You and We have been unable to agree a revised Start Date or You elect to terminate the Agreement under Clause 14;
 - 17.1.4 We are unable to provide the Roofing Services due to an event outside of Our control (see Clause 19).
- 17.2 We may terminate the Agreement with immediate effect by giving You written notice if:
- 17.2.1 You fail to make a payment on time as required under Clause 6 (this does not affect Our right to charge interest on overdue sums under sub-Clause 8.3);
 - 17.2.2 You have breached the Agreement in any material way and have failed to remedy that breach within 48 hours of Us asking You in writing to do so; or
 - 17.2.3 You and We have been unable to agree a revised Start Date under Clause 14;
 - 17.2.4 You do not provide the Roofer with access to the Property or otherwise make it impossible for the Roofer to provide the Roofing Services, and We have been unable to contact You to re-arrange the Roofing Services under sub-Clause 12.5;
 - 17.2.5 We have been unable to provide the Roofing Services for more than three calendar months due to an event outside of Our control (see Clause 19).
- 17.3 For the purposes of this Clause 17 a breach of the Agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating Party. In deciding whether or not a breach is material, no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.
- 17.4 If at the termination date:
- 17.4.1 You have made any payment to Us (including, but not limited to, the Deposit, where applicable) for any Roofing Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 calendar days of the termination notice. We may, however, deduct from such a refund (or charge You) reasonable compensation for the net costs We will incur as a result of your breaking the Agreement if We terminate it under sub-Clauses 17.2.1, 17.2.2, or 17.2.4;
 - 17.4.2 We have provided Roofing Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 6.

18. Effects of Termination

- 18.1 If the Agreement is terminated for any reason:

- 18.1.1 Any Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.
- 18.1.2 Termination will not remove or reduce any right to damages or other remedy which either You or We may have in respect of any breach of the Agreement which exist at or before the date of termination.

19. Events Outside of Our Control (Force Majeure)

19.1 We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to:

- 19.1.1 power failure;
- 19.1.2 internet service provider failure,
- 19.1.3 strikes, lock-outs or other industrial action by third parties;
- 19.1.4 riots or other civil unrest;
- 19.1.5 fire or explosion;
- 19.1.6 flood, storms, earthquakes or other natural disasters;
- 19.1.7 subsidence;
- 19.1.8 acts of terrorism (threatened or actual),
- 19.1.9 acts of war (declared, undeclared, threatened, actual or preparations for war);
- 19.1.10 epidemic or pandemic;
- 19.1.11 or any other event that is beyond Our reasonable control.

19.2 If any event described under this Clause 19 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

- 19.2.1 We will inform You as soon as is reasonably possible;
- 19.2.2 Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;
- 19.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Roofing Services as necessary;
- 19.2.4 You or We may terminate the Agreement (see Clause 17).

20. Liability

20.1 Subject to the following sub-Clauses of this Clause 20, We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by You and Us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.

- 20.2 We will maintain suitable and valid insurance including public liability insurance.
- 20.3 Under the Terms and Conditions of this Agreement, We provide Roofing Services for domestic and private purposes only. We make no warranty or representation that the Roofing Services are fit for commercial, business or industrial purposes of any kind. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 20.4 If We cause any damage to the Property, We will make good that damage at no additional cost to You. We are not responsible for any pre-existing faults or damage in or to Your property that We may discover while providing the Roofing Services.
- 20.5 We are not liable for any loss or damage You suffer which results from Your failure to follow any reasonable instructions given by Us or the Roofer.
- 20.6 Subject to sub-Clauses 18.7 and 18.8, Our liability under this Clause 20 is limited to the Estimated Fee or the Final Fee, whichever is the greater.
- 20.7 Nothing in these Terms and Conditions is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.
- 20.8 Nothing in these Terms and Conditions is intended to or will limit Your legal rights as a Consumer under any consumer protection legislation. For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

21. How We Use Your Personal Data (Data Protection)

- 21.1 We will only use Your personal data as set out in Our privacy policy. You can obtain a copy of Our privacy policy by contacting Us or visiting Our website.

22. Other Important Terms

- 22.1 We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.
- 22.2 We may transfer (assign) Our obligations and rights under the Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs We will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will remain bound by them.
- 22.3 You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission (such permission not to be unreasonably withheld).
- 22.4 The Agreement is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.
- 22.5 If any provision of the Agreement or these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Agreement or these Terms and Conditions and the

remainder of the provision in question will not be affected.

- 22.6 No failure or delay by Us or You in exercising any rights under the Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breach of the same or any other provision.

23. Regulations and Information

- 23.1 We are required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 to ensure that certain information is given or made available to You as a Consumer before We make Our contract with You (i.e. before You have accepted the Estimate and the Agreement is made) except where that information is already apparent from the context of the transaction. We have included the information itself either in the Agreement or Estimate for You to see, or We will make it available to You before you accept the Estimate and the Agreement is made. All of that information will, as required by the Regulations, be part of the terms of Our contract with You as a Consumer.

- 23.2 As required by the Regulations:

23.2.1 all of the information described in sub-Clause 23.1; and

23.2.2 any other information which We give to You about the Roofing Services, or about Us or Our business which you take into account when deciding to accept the Estimate and enter into the Agreement, or when making any other decision about the Roofing Services,

will be a part of the terms of Our contract with You as a Consumer.

24. Law and Jurisdiction

- 24.1 These Terms and Conditions, the Agreement, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the law of England.
- 24.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 24.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 24.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Agreement, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England.

25. Appendix 1: Model Cancellation Form

MODEL CANCELLATION FORM

To: Chew Valley Roofing Ltd,
5 Health Cottages, Tarnwell, Stanton Drew, Bristol, BS39 4DZ
office@chewvalleyroofing.co.uk

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) cancel my/our (delete as appropriate) contract for Roofing Services dated << >>.

Name of consumer(s): << >>

Address of consumer(s): << >>

Signature of consumer(s): << >>

Date: << >>