

Premier Roof Systems Limited
IN-STORE CONSUMER SALES ONLY

Terms and Conditions –sale of goods and supply of services (Terms)

Our terms

1. These Terms

1.1 What these terms cover. These are the terms and conditions on which we supply products to you, whether these are goods or services.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information About Us and How to Contact Us

2.1 Who we are.

We are Premier Roof Systems Limited (PRS) a company registered in England and Wales. Our company registration number is 07584655 and our registered office is at Unit 8, Tyne Point Estate, Shaftesbury Avenue, Jarrow, Tyne and Wear, NE32 3UP. Our registered VAT number is 109652217.

2.2 How to contact us.

You can contact us by telephoning our customer service team at 0191 455 8866 or by writing to us at info@premierroofsystems.co.uk or our registered office.

2.3 How we may contact you.

If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our Contract With You

3.1 How we will accept your order.

Our acceptance of your order will take place when we tell you that we are able to provide you with the product, which we will also confirm in writing to you, at which point a contract will come into existence between you and us.

3.2 **If we cannot accept your order.**

If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.3 **Your order number.**

We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.4 **We only sell to the UK.**

Our brochure and website are solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4. **Our Products**

4.1 **Manufacturer's Warranties**

To the extent that the benefit of any warranties and/or guarantees provided by the manufacturer(s) of the products can be passed to you, we will provide you with the benefit of them.

4.2 **Products may vary slightly from their pictures.**

The images of the products in our brochure or on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours or the printed pictures in our brochure accurately reflects the colour of the products. Your product may vary slightly from those images.

4.3 **Product packaging may vary.**

The packaging of the product may vary from that shown on images on our website or in our catalogue or brochure.

4.4 **Making sure your measurements are accurate.**

If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct. You can find information and tips on how to measure in our brochure or on our website, or by contacting us.

5. Your Rights to Make Changes

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

6. Our Rights to Make Changes

6.1 Minor changes to the products.

We may change the product:

6.1.1 to reflect changes in relevant laws and regulatory requirements; and

6.1.2 to implement minor technical adjustments and improvements, for example to address a safety concern.

7. Providing the Products

7.1 Delivery costs.

The costs of delivery will be as told to you during the order process/set out in our current price list.

7.2 When we will provide the products.

During the order process we will let you know when we will provide the products to you. If the products are ongoing services, we will also tell you during the order process when and how you can end the contract.

7.3 We are not responsible for delays outside our control.

If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.4 Collection by you.

If you have asked to collect the products from our premises, you can collect them from us at any time during our working hours of 8:00 – 16:30 Monday – Thursday or 8:00 – 15:15 on Fridays (excluding public holidays).

7.5 If you are not at home when the product is delivered.

If no one is available at your address to take delivery and the products cannot be posted through your letterbox, we will leave you a note informing you of how to rearrange delivery or collect the products from our premises.

7.6 If you do not re-arrange delivery.

If you do not collect the products from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and clause 9.2 will apply.

7.7 If you do not allow us access to provide services.

If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and clause 9.2 will apply

7.8 Your legal rights if we deliver late.

You have legal rights if we deliver any products late. If we miss the delivery deadline for any products then you may treat the contract as at an end straight away if any of the following apply:

7.8.1 we have refused to deliver the products;

7.8.2 delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or

7.8.3 you told us before we accepted your order that delivery within the delivery deadline was essential.

7.9 Setting a new deadline for delivery.

If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 7.8, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.

7.10 Ending the contract for late delivery.

If you do choose to treat the contract as at an end for late delivery under clause 7.8 or clause 7.9, you can cancel your order for any of the products or reject products that have been delivered. If you wish, you can reject or cancel the order for some of those products (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled products and their delivery. If the products have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this.

7.11 When you become responsible for the product.

The product will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.

7.12 When you own goods.

You own a product which is goods once we have received payment in full.

7.13 What will happen if you do not give required information to us.

We may need certain information from you so that we can supply the products to you. If so, this will have been stated in the description of the products in our brochure or on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (see clause 9.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.14 Reasons we may suspend the supply of products to you.

We may have to suspend the supply of a product to:

7.14.1 deal with technical problems or make minor technical changes;

7.14.2 update the product to reflect changes in relevant laws and regulatory requirements;

7.14.3 make changes to the product as requested by you or notified by us to you (see clause 6).

7.15 Your rights if we suspend the supply of products.

We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 30 (thirty) days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

7.16 We may also suspend supply of the products if you do not pay.

7.17 If you do not pay us for the products when you are supposed to (see clause 11.4) and you still do not make payment within 30 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see clause 11.6). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see clause 11.5).

8. Your Rights to End the Contract

8.1 You can always end the contract for the supply of a product before it has been completed.

You may contact us to end your contract for a product at any time before we have delivered it or completed supplying it and you have paid for it, but in some circumstances we may charge you for doing so, as described below. Of course, you always have rights where a product is faulty or mis-described (see clause 10, "If there is a problem with the products").

8.2 What happens if you have a good reason for ending the contract.

If you are ending a contract for a reason set out at below, the contract will end immediately and we will refund you in full for any products which have not been provided or have not been provided properly and you may also be entitled to further compensation. The reasons are:

8.2.1 we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

- 8.2.2 there is a risk that supply of the products may be significantly delayed because of events outside our control;
- 8.2.3 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
- 8.2.4 you have a legal right to end the contract because of something we have done wrong (but see clause 7.8 in relation to your rights to on end the contract if we deliver late.

8.3 What happens if you end the contract without a good reason.

If you are not ending the contract for one of the reasons set out in clause 8.2, then the contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

8.4 Returning products after ending the contract.

If you end the contract after products have been dispatched to you and (because we cannot recall them) they are delivered to you, you must return them to us. If you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you are exercising your legal rights to end the contract because of something we have done wrong then we will pay the costs of return. In all other circumstances you must pay the costs of return.

9. Our Rights to End the Contract

9.1 We may end the contract if you break it.

We may end the contract for a product at any time by writing to you if:

- 9.1.1 you do not make any payment to us when it is due and you still do not make payment within 30 (thirty) days of us reminding you that payment is due;
- 9.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products;
- 9.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us; or

9.1.4 you do not, within a reasonable time, allow us access to your premises to supply the services.

9.2 You must compensate us if you break the contract.

If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9.3 We may withdraw the product.

We may write to you to let you know that we are going to stop providing the product. We will let you know at least 30 (thirty) days in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

10. If There Is a Problem With the Product

10.1 How to tell us about problems.

If you have any questions or complaints about the products or services, please contact us. You can telephone our customer service team at 0191455 8866 or write to us at info@premierroofsystems.co.uk or Unit 8, Tyne Point Estate, Shaftesbury Avenue, Jarrow, Tyne and Wear, NE32 3UP.

10.2 Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

This is a summary of your key legal rights. These are subject to certain exceptions.

For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is goods, for example a sky lantern, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:
up to 30 days: if your goods are faulty, then you can get an immediate refund.
up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

If your product is services, for example the installation of a sky lantern, the Consumer Rights Act 2015 says:
you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

10.3 Your obligation to return rejected products.

If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 0191 455 8866 or email us at info@premierroofsystems.co.uk for a return label or to arrange collection.

11. Price and Payment

11.1 Where to find the price for the product.

The price of the product (which includes VAT) will be the price set out in our price list in force at the date of your order unless we have agreed another price in writing. We use our best efforts to ensure that the price of product advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the product you order.

11.2 We will pass on changes in the rate of VAT.

If the rate of VAT changes between your order date and the date we supply the product, 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.

11.3 What happens if we got the price wrong.

It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.

11.4 When you must pay and how you must pay.

We accept payment with MasterCard, Visa, American Express, JCB, Maestro and PayPal. When you must pay depends on what product you are buying:

11.4.1 For **goods**, you must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.

11.4.2 For **services**, you must pay on completion of the services.

11.5 We can charge interest if you pay late.

If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Bank of England 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.

11.6 What to do if you think an invoice is wrong.

If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

12. Our Responsibility for Loss or Damage Suffered By You

12.1 We are responsible to you for foreseeable loss and damage caused by us.

If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 10.2 and for defective products under the Consumer Protection Act 1987

12.3 When we are liable for damage to your property.

If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

12.4 We are not liable for business losses.

We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. How We May Use Your Personal Information

We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy [*insert link to privacy policy*].

14. Other Important Terms

14.1 We may transfer this Agreement to someone else.

We may transfer our rights and obligations under these Terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 (fourteen) days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

14.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).

You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing. We may not agree if the transfer significantly alters our obligations under the contract, for example, if our services are to be provided in a significantly different location.

14.3 Nobody else has any rights under this contract.

This contract is between you and us. No other person shall have any rights to enforce any of its Terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these Terms.

14.4 If a court finds part of this contract illegal, the rest will continue in force.

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.

14.5 Even if we delay in enforcing this contract, we can still enforce it later.

If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

14.6 Which laws apply to this contract and where you may bring legal proceedings.

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.