

## **TERMS AND CONDITIONS**

### THE TERMS OF USE OF THIS WEBSITE

THE FOLLOWING TERMS AND CONDITIONS OF USE AGREEMENT (hereafter "Terms") governs your use of our web site (hereafter "web site").

We trade in compliance with the following legislation: Electronic Commerce (EC Directive) Regulations 2002; Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013; Consumer Protection (Amendment) Regulations 2014; Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations; 2015 Consumer Rights Act 2015 however please note that these Terms contain exceptions to this legislation and placing, and paying for an order with this company constitutes acceptance by you of these Terms and Conditions and the variations and exceptions to legislation therein. If you do not wish to be bound by these exceptions then please do not place an order with us.

It is vitally important that you read the Terms carefully, as your use of the web site will automatically constitute your agreement to be legally bound by the terms and conditions set out herein. We recommend that you print a copy of these terms for future reference.

These Terms also govern your use or purchase of the products/services provided through or in connection with the web site (hereafter "services").

Each time you use our services, you acknowledge that you have read these Terms and agree to be legally bound by them. If you do not agree to be bound by these Terms, you may not use the web site(s) or the services provided by Company through its web site(s).

This website is owned by Anderson Roofing Supplies Limited (hereafter "Company"), a company registered in England and Wales (company number 4612857), whose registered office is at Sherwood House 41 Queens Road, Farnborough, Hampshire, GU14 6JP.

Our VAT registration number is 816 4649 13.

The following words used in these Terms shall have the following meanings:

- "Personal Information" shall mean all data and/or information provided by and about User, including e-mail address (es), name, address, credit card, or other payment information, etc.;
- "Company web site" shall mean all web sites on which Company provides products and/or services.
- "Company User" shall mean all Users of the Company web site(s) and services.
- "Company Products and Services" shall mean all products and/or services provided directly by Company;
- "3rd-Parties" include all advertisers, partners and affiliate vendors that are included on, or linked to, the Company web site(s).

### ORDERING GOODS FROM US

Individuals: These terms of sale apply to all goods and services supplied by Anderson Roofing Supplies Limited via <https://www.yourroofingshop.co.uk> The website is governed by the following terms and conditions; they do not affect your statutory rights.

Business to Business Site Visitors: You are registered with us as a business customer, and these are the Terms and Conditions of sale that apply to transactions between you and us. By purchasing any products (the "Product(s)") or services (the "Services") and by using this Website you acknowledge that you have read, and you agree to be bound by and comply with these Terms and Conditions.

#### **Wokingham Branch**

Unit 1 Warren Farm, Forest Road  
Wokingham, Berkshire, RG40 5QY  
T: 0118 978 6468 | wokingham@andersonroofing.org.uk

#### **Camberley Branch**

Unit 7 Lawrence Way, Stanhope Road  
Camberley, Surrey, GU15 3DL  
T: 01276 535081 | camberley@andersonroofing.org.uk

## DESCRIPTION AND PRICE OF GOODS

We have taken care to describe and show items as accurately as possible. Despite this, variations in items may occur. We provide you with product information on <https://www.yourroofingshop.co.uk>. If there is anything which you do not understand, or if you wish to obtain further information, please contact our customer services team on 0118 978 6468.

Product images are for illustrative purposes only. Although we make every effort to display products and colours accurately, we cannot guarantee that your computer's display of the products and / or colours accurately reflect the appearance and / or colour of the products. Your products may therefore vary slightly from those images.

Please note that many natural products such as roofing slates, shingle, chippings etc. by their nature vary between individual items and / or batches. These variations are a natural characteristic and are in many instances desirable. However, if an exact match of any attribute (such as size, colour, surface appearance etc) are essential please discuss this with us before ordering any materials.

Most clay and concrete roof tiles and slates, and clay roofing products, vary from item to item and /or by batch. These variations in colour and appearance are design features and / or manufacturing variations and are in many instances desirable. However, if an exact match of any attribute (such as size, colour, surface appearance etc) are essential please discuss this with us before ordering any materials.

All catalogues, brochures, specifications or other technical characteristics, data or descriptive matter including any sales promotional material issued by the Company are intended to give a general description of the goods offered and shall not form part of any contract unless it shall be expressly agreed otherwise in writing.

All prices indicate the price of the goods both in inclusive of, and exclusive of VAT (where applicable) at the current rates. If the rate of VAT changes between the date of your order and the date of delivery we will adjust the VAT you pay, unless you have already paid for the goods in full before the change in VAT takes effect. We reserve the right to express the price exclusive of VAT, but we shall show VAT separately and include it in the total price.

Where we charge separately for packing, carriage and insurance and other relevant charges, the appropriate rates are set out in our specified pricing structure shown elsewhere on this website.

We make every effort to ensure that the pricing displayed on our website is correct. However, if an error in the pricing of a product is found we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as mispricing, we may cancel supply of the goods and refund you any sums you have paid.

We reserve the right to alter all product pricing without notice, but changes will not affect any order you have already placed.

## TO PLACE ORDERS WITH / AT OUR BRANCHES AT THE PRICING DISPLAYED ON OUR WEBSITE:

Our website is a separate sales channel to our branches, and prices displayed on our website are not automatically applied to purchases made in our branches.

Pricing advertised on our website may not be applicable to orders placed at / with our branches, however we will apply them if possible, upon request,

When placing your order at / with our branches, please identify that you wish to order the goods at the prices advertised on our website before payment has been made, and we will endeavour to apply them to your order.

If we are unable to do so we will make you aware of this before payment is made.

Alternatively, your order can be placed on our website for collection from a branch of your choice, in which case the website prices are automatically applied.

## SUITABILITY

Whilst the Company makes every effort to ensure that the goods supplied are of satisfactory quality (within the meaning of The Sale of Goods Act 1979) it gives no warranty either expressed or implied as to their suitability for any

special conditions or particular purpose of which the Purchaser must be the sole judge.

#### SPECIAL GOODS

Orders for special goods to Purchasers' specifications or outside the Company's standard stock range once placed may not be cancelled without the Company's specific agreement in writing.

Cancellation will only be accepted subject to payment of all expenses incurred by the Company and such additional charge not exceeding the cost of the order as placed as may be made by the Company to cover loss.

#### PLACING AN ORDER

You are deemed to place an order with us by ordering via our online checkout process or by paying by electronic means (such as via Bank Transfer or Paypal) for goods against an Order Acknowledgement, Quotation or Pro Forma forwarded to you by electronic means, posted or provided in person.

As part of our checkout process, you will be given the opportunity to check your order and to correct any errors. We will send you an order acknowledgement, detailing the products you have ordered.

The contract is subject to your right of cancellation (see below).

Any order placed by you for goods advertised on our website is an offer by you to purchase the goods selected in your order. No contract exists between you and us for the sale of any goods until we have received your order and accepted it (which we may do at our discretion). Our acceptance of an order takes place when we despatch the order or send you confirmation by email even if your payment has been processed immediately.

We may refuse at our discretion to accept an order:

- where we cannot obtain authorisation for your payment;
- if there has been a pricing or product description error; or
- if you do not meet any eligibility criteria set out in our terms and conditions.
- where goods ordered by you are not available;
- if we do not deliver to your area;
- if we are unwilling or unable to fulfil your order for any other reason;
- where we do not accept your order but have processed your payment, we will re-credit your account with any amount deducted by us from your debit or credit card as soon as possible, but in any event within 30 days of your order. We will not be obliged to pay any additional amount as compensation for disappointment.

You must observe and comply with all applicable regulations and legislation, including obtaining all necessary customs, import or other permits to purchase goods from our site. The importation or exportation of certain goods to you may be prohibited by certain national laws. Your order may be subject to import duties and taxes which are applied when the delivery reaches the destination. You will be responsible for payment of any such import duties and taxes. We make no representation and accept no liability in respect of the export or import of the goods you purchase.

#### PAYMENT

Payment can be made by any of the options advertised on our website. Payment shall be due before delivery. If payment fails, your order will be cancelled. There will be no delivery until clear funds have been received.

Payment online: Our secure server software encrypts all your payment card details. The process scrambles all the information, allowing no unauthorised third party to intercept the data. Your browser will confirm that you are shopping in a secure environment by showing either a locked padlock icon or an image of a padlock next to the payment details in the relevant area of the website.

To ensure that your credit, debit or charge card is not being used without your consent, we will validate name, address and other personal information supplied by you during the order process against appropriate third-party databases.

By accepting these terms and conditions you consent to such checks being made. In performing these checks personal information provided by you may be disclosed to a registered Credit Reference Agency which may keep a record of that information. You can rest assured that this is done only to confirm your identity, that a credit check is not performed and that your credit rating will be unaffected. All information provided by you will be treated securely and strictly in accordance with the Data Protection Act 1998. During security checks we may ask for additional information or documentation to help support the data you supplied.

Please be aware that if you are using Paypal as your payment method we reserve the right to not ship to unconfirmed addresses.

#### CONSUMER RIGHT OF RETURN AND REFUND

This clause only applies if you are a consumer.

If you are a consumer, you have a legal right to cancel a contract during the period set out below. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to keep a product, you can notify us of your decision to cancel the contract and receive a refund.

Advice about your legal right to cancel the contract is available from your local Citizens' Advice Bureau or Trading Standards office.

However, this cancellation right does not apply in the case of:

- any made-to-measure, cut-goods or custom-made products or products made to your specification or clearly personalised;

#### YOUR RIGHT TO CANCEL

You have the right to cancel this contract within 14 days without giving any reason following receipt of the goods. The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods or the last good or the last lot or piece (as the case may be).

To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. a letter sent by pre-paid post to Sherwood House, 41 Queens Road, Farnborough, Hampshire, GU14 6JP or send an e-mail to [wokingham@andersonroofing.org.uk](mailto:wokingham@andersonroofing.org.uk)).

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. The following conditions should be noted:

- goods must be returned to us in an unused condition, as supplied and must be suitable for resale at full price.
- we will only accept goods for refund once inspected by us at the time of delivery or shortly after and accepted by us.
- we accept no liability for damage to goods in transit that have been returned to us - these goods remain the sender's sole responsibility until the goods have been received by us, inspected and accepted.
- goods must be returned to us with paperwork clearly indicating when they were purchased, the name and address of the purchaser and the method of payment - a copy of the invoice originally supplied with the goods is ideal.
- we have no liability to accept goods back and / or issue a refund outside the statutory period, however we will look at each request individually.
- goods returned outside the statutory period may be subject to a handling charge, at our discretion, for a variety of reasons including, but not limited to, reflecting the diminished resale value of the goods and our costs incurred in inspecting, processing and refunding the goods.

#### EFFECTS OF CANCELLATION

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us, or where costs have been incurred by us through no fault of our own such as supplementary charges by carriers due to their inability to deliver because of factors / circumstances not advised to us by you).

- we may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.
- return of goods is the purchaser's responsibility, and must be despatched back to us within 14 working days of notice of cancellation has been given. And subject to the conditions in Your Right to Cancel above.
- if the goods cannot normally be returned by post (they are too large, for example), we are not liable for either the costs, organisation or responsibility of collecting them and returning them to us.

We will make reimbursement without undue delay, and not later than-

- 5 days after the day we receive back from you any goods supplied, or
- (if earlier) 5 days after the day you provide satisfactory evidence that you have returned the goods, or

- if there were no goods supplied, 5 days after the day on which we are informed about your decision to cancel this contract.
- We will make the reimbursement using the same means of payment as you used for the initial transaction, unless we have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have received the goods back or you have supplied satisfactory evidence of having sent back the goods, whichever is the earliest.

You will have to bear the direct cost of returning the goods unless you have received the incorrect goods as a result of our error or if they are faulty or damaged upon receipt.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

#### YOUR RIGHT OF CANCELLATION - FOR BUSINESSES (B2B) ONLY

You have the right to cancel the contract at any time up to 5 working days after you receive the Products by notifying us at [wokingham@andersonroofing.org](mailto:wokingham@andersonroofing.org) or in writing.

If you cancel the contract after the Products have been delivered to you, you must return the Products to us at Anderson Roofing Supplies Limited, Unit 1 Warren Farm, Forest Road, Wokingham, Berkshire, RG40 5QY at your own cost and risk. If you cancel the contract before the Products have been delivered to you and then you receive the Products after cancellation you must not unpack them from their packaging but must immediately send them back to us. In any event you must return the Products to us within 10 working days of notifying us of cancellation under this clause, or if later, of receiving them. If you do not, we shall charge you a sum not exceeding the direct costs of recovering the Products.

Until you return the Products to us you must keep them in your possession and take reasonable steps to ensure they are not damaged. Provided that we receive the Products within the specified period in the same condition they were in when delivered to you then we will refund you or credit your Trade Account for the Products in question within 14 days of the receipt by us of the Products.

The same conditions apply as listed in YOUR RIGHT TO CANCEL & EFFECTS OF CANCELLATION ABOVE

Item not required - You cannot cancel a contract for consumable goods which, by their nature, cannot be returned, except where a fault has been discovered that could not have been identified without unsealing the goods.

#### DELIVERY NOTES

We will deliver goods ordered by you as soon as possible to the address you give us for delivery when your order is placed, but in any event within 14 days of your order (subject to availability). However, we reserve the right not to make deliveries outside the United Kingdom unless our ordering form provides that facility.

Upon receipt of your order, you will be asked to sign for the goods received in good condition. If the package does not appear to be in good condition, then please refuse the delivery. If you are unable to check the contents of your delivery at the point of delivery, then please sign for the parcel as "UNCHECKED". Failure to do so may affect any warranty claims that you make thereafter.

Please note the following:

- if the goods we deliver are not what you ordered or are damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us in writing, at our contact address, of the problem within 2 working days of the delivery of the goods in question.
- if you do not receive goods ordered by you within 14 days of the date on which you ordered them, we shall have no liability to you unless you notify us in writing at Anderson Roofing Supplies Limited, Unit 1 Warren Farm, Forest Road, Wokingham, Berkshire, RG40 5QY of the problem within 14 days from the date on which you ordered the goods.

Business Purchases: If you fail to take delivery of the Products and without prejudice to any other rights and remedies available to us, we may:

- store the Products until actual delivery and charge you the reasonable costs (including, without limitation, insurance) of storage;
- sell the Products at the best readily obtainable price and either:- (i) where you have not already paid for the

Products, account to you (after deducting all reasonable storage and selling expenses) for any excess over the price you agreed to pay for the Products or charge you for any shortfall below the price you agreed to pay for the Products; OR (ii) where you have already paid for the Products, account to you (after deducting all reasonable storage and selling expenses) for any proceeds received.

## QUOTATIONS & ESTIMATES

Please note that whilst we try to ensure estimates are as accurate as possible, we cannot be held responsible for any extra costs incurred as a result of discrepancies in quantities.

We allow a percentage for waste when estimating all slates and tiles for cuts into valleys and hips, however accuracy is difficult, and any quantities quoted should be treated as an indication only. As a result, we strongly recommend that a final measure be taken on site once the carpentry work is complete.

Anderson Roofing Supplies Limited will not accept responsibility or liability in relation to any errors in quotations arising as a direct or indirect result of any errors; alterations; amendments; differences and/or discrepancies contained within the details and/or drawings provided to us, upon which quotations have been based.

It is the customer's responsibility to ensure that all measurements and/ or details are checked and verified prior to order placement to correct any errors and/or omissions. We strongly recommend that final quantities should be confirmed with site prior to placing an order. Surplus tiles and fittings may not be able to be accepted back.

The quantities estimated in quotations MUST be regarded as provisional and used for guidance only.

Due to currency and / or market fluctuations, imported products, lead or other LME traded products are potentially subject to price variations, which, if applicable, will be applied when the order is placed.

Quotations are valid for 30 days from the document date. Please discuss longer term requirements with us.

## A NOTE ON OUR RETURNS POLICY

Because of the very nature of roofing there will often be materials left over once a roof has been completed. Similarly, when estimating we would rather be over than under on our quantities for obvious reasons, and we will always take back materials that are current stock items and are of 'merchantable' quality. However, the clearing of local sites at our discretion carries a heavy cost and to this end we have had to introduce the following charges.

- items collected from site on our vehicles, £50 (Minimum charge of £50)
- items returned to our yard, 10% of the net credit note value

We are very aware that any form of restocking charge, no matter how small, is never wanted. However, we have tried to be as fair as possible and keep the charge to an absolute minimum.

Goods that are not current stock items cannot be taken back into stock. These often have to be thrown or sold for second-hand rates. We will always ask the manufacturers to accept these goods back into stock but often they do not accept returns. If they do, their handling charge can be as much as 50%. If you are unsure as to whether an item you are going to order is 'current stock' please check at time of ordering.

## IMPORT DUTY

Goods dispatched to other countries outside of the EU may be liable to Import Duty, Tax or VAT. When ordering from us you agree to pay any such Duties which may be imposed by your country's government.

If you refuse to pay any Import Duty / Tax / VAT imposed and thereby prevent delivery of your order you will remain liable for the purchase price of the product/s and any Import Duty / Tax / VAT or penalty imposed by your government.

## TITLE FOR CONSUMERS

Title in any products ordered from us does not pass to you, the purchaser until we have received and processed a valid payment, and that payment has been made into our own bank account and your order has been shipped.

## TITLE FOR BUSINESS ORDERS

The Products are at your risk from the time of delivery. Ownership of the Products shall not pass to you until we have received in full (in cash or cleared funds) all sums due to us in respect of: the Products; and all other sums which are or which become due to us from you on any account. We shall be entitled to recover payment for the Products even though ownership of any of the Products has not passed from us.

Until ownership of the Products has passed to you, you must:

- store the Products (at no cost to us) separately from all your other products and products of any third party in such a way that they remain readily identifiable as our property; and
- not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; maintain the Products in satisfactory condition and keep them insured on our behalf for their full price against all risks

Your right to possession of the Products shall terminate immediately if:

- you have a bankruptcy order made against you or make an arrangement or composition with your creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convene a meeting of creditors (whether formal or informal), or enter into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or have a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency or we have reason to believe that any of the above are likely to occur; or
- you suffer or allow any execution, whether legal or equitable, to be levied on your property or obtained against you or you are unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 or you cease to trade; or
- you encumber or in any way change any of the Products.

You grant to us, our agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where your right of possession has terminated, to recover them.

#### FAULTY PRODUCT, DAMAGED, OR DEAD ON ARRIVAL

Please note that any products returned to us which you claim to be defective will be checked and verified. Any returned products that are not found to be defective will be returned to you and we shall charge you for the returned transport costs via your original payment method or hold the product until full payment has been received by us for the return transport costs.

If you notify a problem to us under this condition, our only obligation will be, at your option:

- to make good any shortage or non-delivery;
- to replace or repair any goods that are damaged or defective; or
- to refund to you the amount paid by you for the goods in question in whatever way we choose.

Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill, business interruption or loss of anticipated savings) howsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund to you the amount paid by you for the goods in question as above.

#### LIMITATION OF LIABILITY

The Company will not be liable to you for any loss or damage in circumstances where:

- there is no breach of a legal duty owed to you by the supplier or by its employees or agents;
- such loss or damage is not a reasonably foreseeable result of any such breach;
- any increase in loss or damage resulting from breach by you of any term of this contract.

Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded nor in any way to exclude or limit our liability to you for any death or personal injury resulting from our negligence.

#### LINKS TO AND FROM OTHER WEBSITES

Links to third party websites on this website are provided solely for your convenience. If you use these links, you leave this website. We have not reviewed these third-party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third-

party websites linked to this website, you do so entirely at your own risk.

#### SUCCESS OF YOUR BUSINESS AND EARNINGS

What the User derives from use of Anderson Roofing Supplies Limited products/services/information depends upon the User's commitment to, and effort in, applying the information. Anderson Roofing Supplies Limited does not represent, warrant or guarantee that the User will achieve any particular results in business as a result of purchasing and using Anderson Roofing Supplies Limited products/services/information. The User acknowledges that the success of the User's business depends on the User's skills, effort and commitment.

#### HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our Privacy Policy available to view on our website.

#### NEWSLETTERS

Anderson Roofing Supplies Limited may send out a newsletter and/or other informational emails (collectively referred to as "Newsletters") to all Users. In these Newsletters, we may inform you about new services, features or products. User may choose to unsubscribe from the Newsletter at any time by logging in to your account on our website and changing your marketing preferences, or by writing to us at [wokingham@andersonroofing.org.uk](mailto:wokingham@andersonroofing.org.uk).

#### LICENCE AND COPYRIGHT

The Company web site contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound and the entire content of the web site is copyrighted as a collective work under UK and International copyright laws. The Company owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works or in any way exploit, any of the content, in whole or in part. Except as otherwise expressly permitted under copyright law or these Terms, no copying, redistribution, retransmission, publication or commercial or non-commercial exploitation of downloaded material will be permitted without the express written permission of Company and the copyright owner. Elements of the web site are protected by trade dress, trademark, unfair competition and other laws and may not be copied or imitated in whole or in part, by any means, including but not limited to, the use of framing or mirrors.

You are permitted to print and download extracts from this website for your own private use on the following basis:

- no documents or related graphics on this website are modified in any way;
- no graphics on this website are used separately from accompanying text; and
- any of our copyright and trade mark notices and this permission notice appear in all copies.

#### USE OF THIS WEBSITE

You may not use our site for any of the following purposes:

- disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material
- transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any relevant laws, regulations or code of practice
- gaining unauthorised access to other computer systems
- interfering with any other person's use or enjoyment of this site
- breaching any laws concerning the use of public telecommunications networks
- interfering or disrupting networks or web sites connected to this site
- making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner

We reserve the right to refuse to post material on this uk site or to remove material already posted on this site. You will indemnify us against all losses, liabilities, costs and expenses reasonably suffered or incurred by us, all damages awarded against us under any judgment by a court of competent jurisdiction and all settlements sums paid by us as a result of any settlement agreed by us arising out or in connection with:

- any claim by any third party that the use of this site by you is defamatory, offensive or abusive, or of an obscene or pornographic nature, or is illegal or constitutes a breach of any applicable law, regulation or code of practice;
- any claim by any third party that the use of this site by you infringes that third party's copyright or other intellectual property rights of whatever nature;



- and any fines or penalties imposed by any regulatory, advertising or trading body or authority in connection with the use of this site by you.

#### COPYRIGHT INFRINGEMENT

In accordance with UK and International law, any notifications of claimed copyright infringement should be sent to us immediately. Such notification can be sent by email or by letter to our registered office address above.

#### REGISTRATION

To register with <https://www.yourroofingshop.co.uk> you must be at least 18 years of age.

Each registration is for a single user only, whether or not acting on behalf of a company or other organisation. We do not permit you to share your username and password with any other person nor with multiple users on a network.

User must complete the registration process by providing Company with current, complete and accurate information as prompted by the applicable registration form. User also will choose a password and a Username.

Responsibility for the security of any passwords issued rests with you and if you know or suspect that someone else knows your password, you should contact us immediately.

The User is entirely responsible for maintaining the confidentiality of any password and account information. Furthermore, User is entirely responsible for any, and all activities that occur under its account. User agrees to notify Company immediately of any unauthorized use of their account or any other breach of security. Company will not be liable for any loss that may incur as a result of someone else using User's password or account, either with or without their knowledge. However, User could be held liable for losses incurred by Company or another party due to someone else using their account or password.

We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these terms and conditions.

We may deny access to any User, at any time, and for any reason. In addition, Company may, at any time, transfer rights and obligations under these Terms to any current or future Company subsidiary or business unit, or any companies or divisions or any entity that acquires Company or any of its assets.

#### DISCLAIMER

While the Company uses reasonable efforts to include accurate and up-to-date information, the Company specifically disclaims any, and all responsibility or liability for the accuracy, content, completeness, legality, reliability, or operability or availability of information or material displayed in any, and all Company web sites, either now operating or created in the future. The Company disclaims any responsibility or liability for the deletion, failure to store, mis-delivery, or untimely delivery of any information or material. The Company disclaims any responsibility or liability for any harm resulting from downloading or accessing any information or material on the Internet through the Company web site.

The Company does not make any warranties or representations regarding any data, service and/or information provided or made available by any user on any of the Company web sites or on any external web sites linked to them. In particular, the Company does not warrant or represent that said data, service and/or information is true or accurate, or that it fulfils or serves any particular purpose.

Without limiting the foregoing, under no circumstances shall the Company be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including, without limitation, Internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, strikes, labour disputes, riots, insurrections, civil disturbances, shortages of labour or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of 3rd-parties, or loss of or fluctuations in heat, light, or air conditioning.

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### **LIMITATION OF LIABILITY**

THE COMPANY MAY MODIFY, SUSPEND, DISCONTINUE OR RESTRICT THE USE OF ANY PORTION OF THE COMPANY WEB SITE, INCLUDING THE AVAILABILITY OF ANY PORTION OF THE CONTENT AT ANY TIME, WITHOUT NOTICE OR LIABILITY.

Users acknowledge and agree that it is virtually impossible to achieve continuous, uninterrupted availability of the Company or any other, web site. While we endeavour to ensure that this website is normally available 24 hours a day, we will not be liable if for any reason this website is unavailable at any time or for any period. Access to this website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

Our liability (and that of our officers, directors, employees, shareholders or agents) of any kind (including our own negligence) with respect to our website or service for any one event or series of related events is limited to the total fees which you have paid to us in the 12 months before the event(s) complained of.

In no event (including our own negligence) will we be liable for any:

- economic losses (including, without limit, loss of revenues, profits, contracts, business or anticipated savings);
- loss of business opportunity, goodwill or reputation;
- special, indirect or consequential losses; or
- damage to or loss of data (even if we have been advised of the possibility of such losses);
- business interruption;
- loss of anticipated savings

Nothing in these terms and conditions shall exclude or limit our liability for (i) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under applicable law.

Although we aim to offer you the best service possible, we make no promise that the services at this site will meet your requirements.

### **INDEMNITY**

You agree to indemnify, defend and hold harmless the Company, its web site(s) and each of its respective advertisers, partners, suppliers, licensors, officers, directors, shareholders, employees, representatives, contractors, agents and sub-licensees, from any and all claims (including but not limited to claims for defamation, trade disparagement, privacy and intellectual property infringement) and damages (including attorneys' fees and court costs) arising from or relating to any allegation regarding:

Your use of the Company web site(s);

The Company's use of any your content or information, as long as such use is not inconsistent with these Terms; Information or material provided through your IP address, even if not posted by you or

Any violation of these Terms by you.

#### GOVERNING LAW AND JURISDICTION

These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the English courts where the claim is brought by you. We nevertheless retain the right to bring proceedings against you for any threatened or actual breach of these terms and conditions in your country of residence, registration or business or any other relevant country.

We do not warrant that materials, services, or information for sale on the website are appropriate or available for use outside the United Kingdom. It is prohibited to access the website from territories where its contents are illegal or unlawful. If you access this website from locations outside the United Kingdom, you do so at your own risk and you are responsible for compliance with local laws.

#### COMPLAINTS

Incident Reporting:

Any complaints regarding violations of these Terms by a User should be directed to customer services at [wokingham@andersonroofing.org.uk](mailto:wokingham@andersonroofing.org.uk). Where possible, include details that would assist the Company in investigating and resolving the complaint (i.e. expanded headers and a copy of the offending transmission).

Complaints Procedure:

We are very proud of our high standards of customer service however, in the event that we fail in meeting these standards, please do not hesitate to contact us.

If you have a problem with goods or services you have purchased from us online, and you have in the first instance attempted to resolve it with us directly, you can then use the EU Online Dispute Resolution platform to make a complaint and have it resolved by an independent dispute resolution body, which can be accessed at their UK National Contact Point at: 1 Sylvan Court, Sylvan Way, Southfields Business Park, Basildon, Essex, SS15 6TH Phone: 03456 089579 / 01268 582225 Email: [odr@tsi.org.uk](mailto:odr@tsi.org.uk)

#### MISCELLANEOUS

If any provision of these Terms is, for any reason, invalid and/or unenforceable, as determined in an appropriate Court of proper jurisdiction, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. You agree to replace an invalid and/or unenforceable provision with a valid and/or enforceable provision that most closely approximates the intent and economic effect of the invalid and/or unenforceable provision and shall be interpreted most favourably, when possible, to the benefit of the Company.

Section Titles: The section titles used in these Terms are purely for convenience and carry with them no legal or contractual effect.

#### ONLINE ACCEPTANCE

You may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions.

If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions which shall continue to have full force and effect.

No person other than the parties to these terms and conditions are intended to benefit from them pursuant to the Contracts (Rights of Third Parties) Act 1999.

These Terms represent the entire understanding between the user and the Company and supersedes any prior statements or representations. THE USER AGREES TO THE TERMS OF THIS ONLINE AGREEMENT, by using the web site, it's services, sign up, posting, downloading and uploading content, and understands that it is entering into a binding and legal agreement with Company.

You agree to file any claim regarding any aspect of this web site or these Terms within six (6) months of the time in which the events giving rise to such alleged claim began, or you agree to waive such claim. You also agree that no claim subject to these Terms may be brought as a class action or in any other jurisdiction than English courts.

#### ASSUMPTION

We supply goods on the basis that the purchaser has the knowledge and competence to select the correct products for the intended purpose, has received appropriate training from a competent authority, and possesses the knowledge of how to use these products in a correct and safe manner. We do not provide training or advice in how to use the products that we supply, and we do not accept responsibility to confirm whether the user possesses the knowledge, skills or experience to use any of the products that we supply.

Products used incorrectly, or for an incorrect purpose, shall not be covered by any warranty or guarantee, whether actual or implied. We will not accept responsibility to replace, repair or refund any product that has been used incorrectly or for an incorrect purpose, and we will not accept liability for any consequence of products used incorrectly or for an incorrect purpose.