

TERMS AND CONDITIONS OF SALE

If You are a Consumer, You have certain statutory rights regarding the return of defective Goods and claims in respect of losses caused by our negligence or failure to carry out our obligations. These Terms shall not affect your statutory rights.

1. Definitions

In these Conditions the following definitions apply:

- "Beneficiary" means the Employer, any Owner, any Funder, any Purchaser and any Tenant.
- "Business Day" means a day other than Saturday, Sunday and public holidays in England, when banks in London are open for business.
- "Call-off Contract" means the Contract for the Works entered into by Roofspace and the Customer pursuant to the Framework Agreement and comprising the Quotation, the Purchase Order, these Conditions and any documents incorporated into the Call-off Contract by its terms.
- "CDM Regulations" means the Construction (Design and Management) Regulations 2015.
- "Commencement Date" means the date specified in the Purchase Order or, if no date is specified, the date on which Roofspace commences the Works.
- "Conditions" means the general terms and conditions set out in this document.
- "Contract Sum" means the contract sum stated in the Purchase Order, being the sum payable by the Customer to Roofspace for the Works.
- "Copyright Materials" means all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials prepared by Roofspace or on its behalf in connection with the Works and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Project.
- "Customer" means the person identified as such in the Purchase Order for whom Roofspace is to carry out the Works.
- "Date for Completion" means the date for completion of the Works or a Section (as appropriate) or if no date is specified in the Purchase Order the date that is a reasonable period of time after the Commencement Date taking account of the nature of the Works or a Section (as appropriate).
- "Deleterious Materials" means any materials or substances that do not comply with the guidelines and recommendations of the British Council for Offices' publication 'Good Practice in the Selection of Construction Materials' (as it may be updated from time to time), or any other material or substance that does not comply with any current relevant British Standard, any current relevant code of practice and good building practice current at the relevant time or is otherwise generally known in the construction industry at the relevant time as:
 - posing a threat to the health and safety of any person; or
 - posing a threat to the durability, structural stability, performance or physical integrity of the Works or any part or component of the Works.
- "Employer" means the employer of the Customer under the Main Contract.
- "Framework Agreement" means the framework agreement dated entered into by Roofspace and Customer.
- "Funder" means any person who provides funding or finance in relation to the whole of the Project or any material part of it.
- "Insolvent": a Party is insolvent if:
 - it suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(a) or 123(2) of the Insolvency Act 1986;
 - it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that Party with one or more other companies or the solvent reconstruction of that Party;
 - it applies to court for, or obtains, a moratorium under Part IA of the Insolvency Act 1986;
 - a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that Party (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that Party with one or more other companies or the solvent reconstruction of that Party;
 - an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over that Party (being a company, partnership or limited liability partnership);
 - the holder of a qualifying floating charge over the assets of that Party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
 - a person becomes entitled to appoint a receiver over the assets of that Party or a receiver is appointed over the assets of that Party;
 - a creditor or encumbrancer of that Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of that Party's assets and such attachment or process is not discharged within 10 days; or
 - any event occurs, or proceeding is taken, with respect to that Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 115.1 to clause 115.8 (inclusive).
- "Main Contract" means the contract between the Employer and the Customer for the carrying out of the completion of the Project.
- "Owner" means any person who holds, at the Commencement Date, a freehold or long leasehold interest in the Site or any material part of it.
- "Parties" means Roofspace and the Customer together.
- "Party" means each of Roofspace and the Customer individually.
- "Permitted Uses" means the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, facilities management, funding, disposal, letting, fitting-out, advertisement, decommissioning, demolition, reinstatement, extension, building information modelling and repair of the Works and the Project.
- "Programme" means the programme (if any) agreed by the Customer and Roofspace for the Works including any variation agreed to be made to such programme from time to time.
- "Project" means the project described in the Purchase Order, of which the Works form part.
- "Purchase Order" means the order issued by the Customer to Roofspace for the Works.
- "Purchaser" means any first person who purchases or otherwise acquires the freehold or a long leasehold interest in the whole of the Project or a material part of it.
- "Quotation" means Roofspace's quotation for the Works, including any and all documents referred to in, or annexed to, the quotation.
- "Rectification Period" means the rectification period stated in the Purchase Order, or if none is stated therein, the period of 12 months commencing on the date of practical completion of the Works or (where applicable) each Section.
- "Relevant Event" means any event or circumstance outside Roofspace's reasonable control that causes the commencement, progress or completion of the Works or a Section to be delayed.
- "Requisite Consents" means all permissions, consents, approvals, certificates, permits, licences, statutory agreements and authorisations required from any competent authority, Statutory Undertaker or other person other than for the carrying out of the Works and the Project, or for the Project's intended use.
- "Retention Percentage" means the percentage specified in the Purchase Order or, where no percentages are so specified, two and a half per cent (2.5%) up to the date of practical completion of the Works or (where applicable) up to the date of practical completion of each Section, and then one and a quarter per cent (1.25%) after the date of practical completion of the Works or (where applicable) after the date of practical completion of each Section, until the expiry of the Rectification Period in respect of the Works or (where applicable) in respect of each Section.
- "Roofspace" means Saint-Gobain Construction Products UK Limited t/a Roofspace (Company number: 00734396) whose registered office address is Saint-Gobain House, East Leake, Loughborough, Leicestershire, United Kingdom, LE12 6LL.
- "Section" (where applicable) a section into which the Works have been divided as described in the Purchase Order.
- "Site" means the site of the Project, as more particularly described in the Purchase Order.
- "Statutory Requirements" means any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law which affects the Works or performance of any obligations under the Call-off Contract and any regulation or bye-law of any local authority or Statutory Undertaker which has any jurisdiction with regard to the Works or with whose systems they are, or are to be, connected.
- "Statutory Undertaker" means any local authority or statutory undertaker executing work solely in pursuance of its statutory obligations, including any persons employed, engaged or authorised by it, upon or in connection with that work.
- "Tenant" means any first person who has or acquires a leasehold interest in the whole of the Project or any material part of it other than a Purchaser.
- "Variation" means an addition to, omission from, or other change in the Works or the order or manner in which they are to be carried out, or any of the matters listed in clause 135.1.
- "Working Hours" means the days and hours specified in the Purchase Order during which the Site will be open and the Works may be carried out.
- "Works" means the works to be carried out by Roofspace for the Customer as briefly described in the Purchase Order and more particularly shown, described or referred to in the Quotation, including any changes made to those works in accordance with the Call-off Contract.

2. Interpretation

- In the Call-off Contract and these Conditions, unless the context otherwise requires:
 - clause, schedule and paragraph headings shall not affect the interpretation of the Call-off Contract;
 - a reference to a natural person, corporate or unincorporated body (whether or not having separate legal personality);
 - a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
 - a reference to a holding company or a subsidiary means a holding company or a subsidiary (as the case may be) as defined in section 759 of the Companies Act 2006;
 - unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular;
 - unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
 - unless expressly provided otherwise in the Call-off Contract, a reference to legislation or a legislative provision is a reference to as amended, extended or re-enacted from time to time;
 - unless expressly provided otherwise in the Call-off Contract, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision;
 - save for the giving of notices, a reference to 'writing' or 'written' includes email;
 - any obligation on a Party not to do something includes an obligation not knowingly to allow that thing to be done;
 - a reference to any agreement or document is a reference to such agreement or document as varied from time to time;
 - references to clauses are to the clauses in these Conditions; and
 - any words following the terms 'including', 'include', 'in particular', 'for example' or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those words.

3. Call-off Contract and Conditions

- These Conditions apply to, govern and form part of the Call-off Contract and they supersede any terms and conditions previously issued by either Party. No terms and conditions endorsed on, contained in, delivered with, or referred to in the Quotation, the Purchase Order, any acknowledgement of order, pre-contract correspondence or any other document will form part of the Call-off Contract except to the extent that the Parties expressly agree in writing. No variation of these Conditions, the Quotation or the Purchase Order, including the introduction of any additional terms and conditions, shall be effective unless expressly agreed in writing by the Parties and signed by duly authorised representatives on behalf of each Party.
- The Call-off Contract will enter into force and become legally binding in the manner set out in, and in accordance with, clause 2 of the Framework Agreement.
- In the event of conflict between the documents comprising the Call-off Contract, the order of priority shall be as follows:
 - The Quotation (and any documents attached to or referred to in it).
 - These Conditions.
 - The Purchase Order (and any documents attached to or referred to in it).

4. Roofspace's obligations

- Roofspace shall carry out and complete the Works:
 - in a good, proper and workmanlike manner;
 - in accordance with the Call-off Contract, the Programme and the reasonable instructions of the Customer;
 - in compliance with the CDM Regulations and all applicable Statutory Requirements; and
 - in accordance with the current edition of the Roofspace i-Proof specification from time to time, a copy of which is available upon written request.
- Roofspace shall:
 - provide everything required to carry out and complete the Works save for the attendances identified in the Quotation as to be provided by the Customer;
 - as reasonably required, co-operate and co-ordinate with, and shall use reasonable endeavours not to impede, the Customer's site, servants, agents and other sub-contractors who are working on or adjacent to the Site at the same time as Roofspace is carrying out the Works;
 - comply with all Requisite Consents provided that copies of, or relevant extracts from, such Requisite Consents have been provided to Roofspace prior to the date of the Quotation; and
 - comply with the Customer's reasonable directions and instructions in respect of the Works.

5. The Customer's obligations

- The Customer:
 - grants to Roofspace a licence to enter the Site for the purpose of carrying out its obligations under the Call-off Contract;
 - shall ensure that, at all times during the Working Hours:
 - Roofspace is provided with access to those areas of the Site to which Roofspace reasonably requires access in order to carry out and complete the Works in accordance with the Call-off Contract; and
 - Roofspace's goods, plant and equipment required for the Works can be delivered to the Site;
 - shall provide the attendances identified in the Quotation as to be provided by the Customer, which the Customer shall provide free of charge to Roofspace;
 - shall, and shall ensure that its servants, agents and other sub-contractors shall:
 - co-operate and co-ordinate with Roofspace; and
 - not impede Roofspace's execution of the Works; and
 - shall obtain prior to the Commencement Date, comply with, and give all notices required by or in connection with, the Requisite Consents, and pay all associated fees and charges.
- Contract Sum**
 - The Contract Sum is exclusive of VAT and in relation to each payment to Roofspace under the Call-off Contract, the Customer shall in addition, pay the amount of any VAT payable chargeable in respect of it, after the Commencement Date, the supply of goods or services to the Customer becomes exempt from VAT, there shall be paid to Roofspace an amount equal to the input tax on the supply to the Customer goods and services that contribute to the Works which, as a consequence of that exemption, Roofspace cannot recover.
 - The Contract Sum is based upon:
 - labour rates;
 - market prices of materials, goods, electricity, fuels and any other solid, liquid or gas necessary for the execution of the Works; and
 - any and all fees payable on the disposal of waste from the Site, which are current at the date of the Quotation.
 - After the date of the Quotation, there is an increase in any of the rates, prices, duties or taxes referred to in clauses 6.2.1 to 6.2.3 (inclusive) above, then:
 - Roofspace shall notify the Customer in writing of the increase within a reasonable time after Roofspace becoming aware of the increase; and
 - Roofspace shall, as soon as reasonably practicable following its written notification pursuant to clause 6.3.1, provide to the Customer such evidence and computations as are reasonably required to enable the amount payable to be ascertained; and
 - the net amount of the difference shall be payable to Roofspace.
 - Two per cent (2%) shall be added to any amount paid to Roofspace under clause 6.3.3.
- Payment**
 - Unless stated to the contrary in the Purchase Order, payment under the Call-off Contract is to be on a fixed price, lump sum basis and the Customer shall pay Roofspace, in the manner and at the times specified in these Conditions, the Contract Sum or such other sum as shall become payable under the Call-off Contract.
 - The Contract Sum shall not be adjusted otherwise than in accordance with the terms of the Call-off Contract.
 - The Contract Sum is inclusive of, and Roofspace is deemed to have included for, all overheads and profit.
 - Roofspace shall make applications for interim payments on or after completion of each stage specified in the Purchase Order for the relevant instalment of the Contract Sum specified in the Purchase Order. The due date for payment of each application shall be the date of receipt by the Customer of the Application for Interim payment.
 - The amount of each interim payment prior to the expiry of the Rectification Period in respect of the Works or (where applicable) in respect of each Section, shall be the amount specified in the Purchase Order for each stage (less the relevant Retention Percentage), plus any amounts payable under clause 13 (less the relevant Retention Percentage), plus any other amounts payable under the terms of the Call-off Contract, less any amounts deductible under the terms of the Call-off Contract, less the total amount due in previous payments.
 - The final date for payment of an interim payment shall be 30 days from its due date.
 - The Customer shall, not later than five (5) days after each due date, give a written notice to Roofspace stating the sum that the Customer considers to be or to have been due to Roofspace at the due date and the basis on which that sum has been calculated ("Payment Notice"). Subject to any Pay Less Notice given by the Customer under clause 75, the amount of the interim payment to be made by the Customer shall be the sum stated in the Payment Notice.
 - If the Customer does not give a Payment Notice, the amount of the interim payment to be made by the Customer shall, subject to any Pay Less Notice given under clause 75, be the sum stated as due in Roofspace's application for interim payment.
 - If the Customer intends to pay less than the sum stated as due in the Payment Notice or Roofspace's application for interim payment (as the case may be), it shall, not later than one (1) day before the final date for payment, give Roofspace notice of that intention setting out the sum that it considers to be due to Roofspace at the date the notice is given and the basis on which that sum has been calculated ("Pay Less Notice"), where the Customer gives a Pay Less Notice, the payment to be made by the Customer shall be not less than the amount stated as due in the Pay Less Notice.
 - Roofspace shall make an application for final payment ("Final Application") on or after the expiry of the Rectification Period in respect of the Works or (where applicable) in respect of each Section. If Roofspace fails to make an application for final payment within three months of the expiry of the Rectification Period, the Customer may issue a final statement to Roofspace ("Final Statement").
 - The amount of the final payment shall be the Contract Sum, plus any amounts payable under clause 13, plus any other amounts payable under the terms of the Call-off Contract, less any amounts deductible under the terms of the Call-off Contract, less the total of amounts already paid by the Customer to Roofspace under the Call-off Contract.
 - The due date for payment of the final payment shall be one month after the date of receipt by the Customer of Roofspace's Final Application on the date of receipt by Roofspace of the Customer's Final Statement (as applicable).
 - The final date for payment of the final payment shall be 30 days from its due date.
 - Not later than five (5) days after the due date, the Party by whom the Final Application or the Final Statement (as the case may be) shows the final payment as payable ("Payer") shall give a Payment Notice to the other Party ("Payee") stating the sum that the Payer considers to be or to have been due at the due date and the basis on which that sum has been calculated. Subject to any Pay Less Notice given by the Payer under clause 75, the final payment to be made shall be the sum stated in the Payment Notice, or if such notice is given, the balance stated in the Final Application or the Final Statement (as the case may be).
 - If the Payer intends to pay less than the sum stated in the Payment Notice given under clause 74 or in the absence of such a notice, less than the amount stated in the Final Application or the Final Statement (as the case may be), it shall, not later than one (1) day before the final date for payment, give the other Party a Pay Less Notice setting out the sum that it considers to be due at the date the notice is given and the basis on which that sum has been calculated. Where a Pay Less Notice is given, the final payment to be made shall be not less than the amount stated as due in the Pay Less Notice.
 - Simple interest thereon for the period until such payment is made at the rate of 4% per annum over the base rate of the Bank of England prevailing at the time of the said failure to pay.
 - Each application for payment and, if applicable, each Final Statement, shall be in writing and shall be accompanied by such other detail and supporting evidence as shall be reasonably necessary to enable the Party to consider the application or Final Statement (as applicable).
- 8. Commencement, progress and completion of the Works**
 - Roofspace shall:
 - commence the Works on the Commencement Date;
 - carry out the Works in accordance with the Programme; and
 - practically complete the Works (or, if relevant, each Section) by the relevant Date for Completion.
 - And whenever it becomes reasonably apparent to Roofspace that the commencement, progress or completion of the Works or a Section is being or is likely to be delayed, Roofspace shall, as soon as reasonably practicable, give written notice to the Customer setting out:
 - the material circumstances;
 - the cause(s) of the delay;
 - in respect of each cause, an estimate of any expected delay in the completion of the Works or a Section in addition beyond the relevant Date for Completion; and
 - any cause(s) that Roofspace considers to be a Relevant Event.
 - In the event that there is a material change in the particulars provided in a notice issued by Roofspace pursuant to clause 8.2, Roofspace shall, as soon as reasonably practicable, provide an updated written notice to the Customer.
 - If the completion of the Works or a Section has been or is likely to be delayed beyond the relevant Date for Completion due to a Relevant Event, the relevant Date for Completion shall be extended by such period as is reasonable in all the circumstances.
 - If the commencement, progress or completion of the Works or a Section is, or is likely to be, affected by a Relevant Event, Roofspace shall be entitled to reimbursement of any loss and/or expense that it incurs as a result.
 - In the avoidance of doubt, any delay caused by Roofspace, its servants, agents or suppliers shall not entitle Roofspace to an extension of time.
 - Roofspace shall use reasonable endeavours to mitigate any delay in the commencement, progress and/or completion of the Works or a Section however caused.
 - Roofspace and the Customer shall, acting reasonably, jointly determine and agree when the Works or a Section (as appropriate) are/is practically complete and the Customer shall promptly certify, in writing, the agreed date of practical completion.
 - Roofspace and the Customer may agree a Programme and variations to it.
- 9. Design**
 - To the extent that Roofspace is responsible for the design of part or all the Works, Roofspace shall in carrying out such design, exercise the reasonable skill, care and diligence to be expected of a competent and qualified architect or, as the case may be, other appropriate professional designer experienced in carrying out and completing design in connection with works of a similar nature, value, complexity and timescale to the Works.
 - For the avoidance of doubt, nothing in the Call-off Contract shall impose upon Roofspace a fitness for purpose design obligation.
- 10. Materials, goods and workmanship**
 - Roofspace shall:
 - carry out and complete the Works using materials and goods of the kind, quality and standard specified in the Quotation, so far as procurable, save that where they are not so specified, Roofspace shall use materials and goods that are of satisfactory quality and that comply with relevant British Standards and codes of practice;
 - not, without the Customer's prior written consent (such consent not to be unreasonably withheld or delayed), substitute any materials or goods specified in the Quotation;
 - exercise the standard of care described in clause 91 above not to specify for use, and shall not use, in the Works, any Deleterious Materials; and
 - not deliver materials to Site prematurely.
 - Title to materials, goods, plant and equipment procured by Roofspace for incorporation in the Works shall pass to the Customer once Roofspace has received payment, in full, for such materials, goods, plant and equipment.
 - If any materials, goods, plant and equipment procured by Roofspace for incorporation in the Works are brought to the Site before title to them has passed to the Customer pursuant to clause 10.2, the Customer shall:
 - hold them as bailee for Roofspace;
 - not create any charge, mortgage, lien or the like encumbrance adverse to Roofspace's title;
 - ensure that they are stored separately from all other materials, goods, plant and equipment in the Customer's possession so that they remain readily identifiable as Roofspace's property;
 - not remove, deface or obscure any identifying mark or packaging on or relating to them; and
 - maintain them in satisfactory condition and insure them, from the date that they are brought to the Site, with a reputable insurer against all risks for an amount at least equal to their value with the Customer's interest noted on the policy and the Customer irrevocably licenses Roofspace, its officers, employees and agents, to enter any premises of the Customer (including with vehicles), in order to satisfy itself that the Customer is complying with its obligations in clause 10.3 and to recover such materials, goods, plant and equipment.
 - Risk in all materials, goods, plant and equipment procured by Roofspace for incorporation in the Works shall pass to the Customer when they are brought to the Site and the Customer shall remain responsible for any loss or damage caused to such materials, goods, plant and equipment.
- 11. Defects and maintenance**
 - If at any time during the Rectification Period in respect of the Works or (where applicable) in respect of a Section, a defect, shrinkage or other fault in the Works or (where applicable) Section appears, the Customer shall, not later than 14 days after the expiry of the relevant Rectification Period, notify Roofspace in writing and Roofspace shall, as soon as reasonably practicable and at its own cost, make good such defect, shrinkage or other fault.
 - In complying with clause 11.1, Roofspace shall use reasonable endeavours not to disrupt the Customer, the Employer or their servants, agents or sub-contractors or any Statutory Undertaker.

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12. Insurance

- 12.1. Roofspace shall:
- 12.1.1. take out and maintain, until the expiry of the Rectification Period in respect of the Works or (where applicable) in respect of the final Section, public liability insurance for a sum no less than £5,000,000.00 (five million pounds) per occurrence;
- 12.1.2. take out and maintain, until the expiry of the Rectification Period in respect of the Works or (where applicable) in respect of the final Section, employer's liability insurance for a sum no less than £5,000,000.00 (five million pounds) per occurrence; and
- 12.1.3. if Roofspace is responsible for the design of part or all of the Works, take out and maintain, until the date that is twelve (12) years after practical completion of the Works or (where applicable) of the final Section, professional indemnity insurance for a sum no less than £5,000,000.00 (five million pounds) per occurrence and in the annual aggregate.
- 12.2. In each case, that such insurance is available to organisations of a similar size and type as Roofspace, at commercially reasonable rates and on commercially reasonable terms.
- 12.2. The Customer shall take out and maintain, until the expiry of the Rectification Period in respect of the Works or (where applicable) in respect of the final Section, all risks insurance in the joint names of the Customer and Roofspace in respect of the Works for a sum no less than the full reinstatement value of the Works.
- 12.3. The insurances to be maintained by under clause 12.1 and clause 12.2 shall be with reputable insurers licensed to carry out insurance business in the United Kingdom and shall be maintained on customary and usual terms and conditions prevailing for the time being in the insurance market for organisations of a similar size and type as the insuring Party.
- 12.4. As and when it is reasonably requested to do so by the other Party, the insuring Party shall produce for inspection documentary evidence that the insurance to be maintained by the insuring Party under clause 12.1 or clause 12.2 (as applicable) is being properly maintained and that the premiums for that insurance have been paid in full.
- 12.5. The insuring Party shall promptly notify the other Party if any of the insurances to be maintained under clause 12.1 or clause 12.2 (as applicable) ceases to be available or if, for any other reason, the insuring Party is unable to continue to maintain any of the insurances so that the Customer and Roofspace may discuss how best to protect their respective interests.
- 12.6. Any increased or additional premium required by insurers because of the insuring Party's claims record or other acts, omissions, matters or things particular to the insuring Party shall be deemed to be within commercially reasonable rates.

13. Variations

- 13.1. The Customer may, in writing, request Roofspace to provide a quotation for a Variation.
- 13.2. In the event that:
- 13.2.1. the Customer issues a written request pursuant to clause 13.1; or
- 13.2.2. Roofspace considers that a Variation will be required, whether by virtue of an instruction from the Customer or otherwise,
- Roofspace shall, as soon as reasonably practicable following (as the case may be) receipt of the Customer's written request pursuant to clause 13.1 or it becoming apparent to Roofspace that a Variation will be required, provide the Customer with a quotation setting out the information required by clause 13.3.
- 13.3. A quotation to be provided by Roofspace pursuant to clause 13.2 shall set out:
- 13.3.1. Roofspace's price for implementing the Variation;
- 13.3.2. any loss and expense that would be incurred by Roofspace due to the regular progress of the Works being affected by the implementation of the Variation;
- 13.3.3. the effect of the Variation on the Programme; and
- 13.3.4. any expected delay in the completion of the Works or a Variation beyond the relevant Date for Completion, ("Variation Quote").
- 13.4. As soon as reasonably practicable following receipt of a Variation Quote, the Customer shall notify Roofspace in writing that:
- 13.4.1. it accepts the Variation Quote and the Customer shall provide Roofspace with a written instruction to that effect;
- 13.4.2. it does not accept the Variation Quote but that it nevertheless requires Roofspace to implement the Variation and the Customer shall provide Roofspace with a written instruction to that effect; or
- 13.4.3. it does not require Roofspace to implement the Variation.
- 13.5. Roofspace shall comply with any reasonable instruction issued by the Customer pursuant to clause 13.4.1 or clause 13.4.2, save that where an instruction requires a Variation:
- 13.5.1. which imposes any obligations, restrictions or alterations in regard to the following matters:
- 13.5.1.1. access to the Site or any specific part of it;
- 13.5.1.2. limitations of working space;
- 13.5.1.3. limitations of working hours; or
- 13.5.1.4. the execution or completion of the Works in any specific order; or
- 13.5.2. which is, or which makes necessary, an alteration or modification in the design of the Works, Roofspace need not comply to the extent that it notifies a reasonable objection to it to the Customer.
- 13.6. In the event that the Customer issues an instruction pursuant to clause 13.4.2, which is implemented by Roofspace:
- 13.6.1. the Variation shall be valued on a fair and reasonable basis with reference, where possible, to the Contract Sum; and
- 13.6.2. the Date for Completion of the Works or a Section (as the case may be) shall be extended by such period as is reasonable in the circumstances.

14. Assignment and sub-letting

- 14.1. Save as provided for in clause 14.2, neither Party shall, without the other Party's prior written consent, assign, mortgage, charge, novate, delegate, transfer, declare a trust over, hold on trust for another or deal in any manner with all or any of its rights and obligations under the Call-off Contract.
- 14.2. Roofspace may sub-contract the whole or any part of Works subject to Roofspace remaining responsible for all the acts and omissions of its sub-contractors as if they were its own.

15. Termination

- 15.1. Either Party (for the purpose of this clause 15.1, the "Terminating Party") may, at any time and without prejudice to any of its other rights and remedies, terminate Roofspace's employment under the Call-off Contract with immediate effect by giving written notice to the other Party (for the purpose of this clause 15.1, the "Defaulting Party");
- 15.1.1. The Defaulting Party commits a material breach of the Call-off Contract and such breach is irremediable or, if capable of remedy, the Defaulting Party fails to remedy such breach within ten (10) Business Days of receipt of a written notice from the Terminating Party requiring it to do so;
- 15.1.2. If the Defaulting Party is insolvent;
- 15.1.3. and/or under any other contract with the Customer if the Defaulting Party or any of its suppliers, sub-contractors or other participants in its supply chain commits a breach of the Modern Slavery Act 2015 or 15.1.4. and/or under any other contract with the Customer if in relation to the Call-off Contract or any other contract between Roofspace and the Customer, the Defaulting Party or any person employed by him or acting on his behalf or associated with him shall have committed an offence under the Bribery Act 2010; for the purpose of this clause 15.1.4, whether a person is associated with another person shall be determined in accordance with section 8 of the Bribery Act 2010 and a person associated with a Party includes, but is not limited to, any sub-contractor or supplier of that Party;
- 15.2. In the event of termination of Roofspace's employment under the Call-off Contract pursuant to clause 15.1, Roofspace shall promptly remove its equipment, plant, tools and unfixed materials from the Site.
- 15.3. In the event that Roofspace's employment under the Call-off Contract is terminated pursuant to clause 15.1 and the Customer is the Defaulting Party:
- 15.3.1. Roofspace shall make a Final Application following termination. If Roofspace fails to make a Final Application within three months of the date of termination, the Customer may issue a Final Statement to Roofspace; and
- 15.3.2. the Customer shall pay to Roofspace, any expenses and disbursements reasonably incurred by Roofspace as a result of the termination.
- 15.4. In the event that Roofspace's employment under the Call-off Contract is terminated pursuant to clause 15.1 and Roofspace is the Defaulting Party:
- 15.4.1. the Customer shall pay to Roofspace any amount properly due for payment under the Call-off Contract at the date of termination;
- 15.4.2. the Customer shall notify Roofspace in writing, within five (5) Business Days of the date of practical completion of the Works, that practical completion has been achieved;
- 15.4.3. Roofspace shall make a Final Application on or after receipt of the Customer's notice under clause 15.4.2. If Roofspace fails to make a Final Application within three months of the Customer's notice under clause 15.4.2, the Customer may issue a Final Statement to Roofspace; and
- 15.4.4. the Customer shall be entitled to recover from Roofspace, and to deduct from any sums otherwise due to Roofspace under the Call-off Contract, the reasonable cost of procuring a replacement contractor to carry out any unperformed Works, to the extent that such cost exceeds the Contract Sum.
- 15.5. The amount of the final payment pursuant to clause 15.3.1 or 15.4.3 shall be such proportion of the Contract Sum as fairly and reasonably reflects the proportion of the Works carried out by Roofspace in accordance with the Call-off Contract at the date of termination, plus any amounts payable under clause 15.3, plus any other amounts payable under the terms of the Call-off Contract, less any amounts deductible under the terms of the Call-off Contract, less the total of amounts already paid to the Customer to Roofspace under the Call-off Contract.
- 15.6. A Final Application made by Roofspace, or a Final Statement issued by the Customer, pursuant to clause 15.3.1 or 15.4.3 shall be treated in all respects as if it were a Final Application or a Final Statement issued pursuant to clause 17.0 and the provisions set out in clauses 17.2 to 17.7 shall apply (mutatis mutandis).
- 15.7. Save as otherwise provided for in this clause 15, neither Party shall have any liability to the other Party for any loss of profits, damage to reputation, loss of anticipated revenues, loss of contract, loss of business opportunity, loss of goodwill or any other loss, damage, cost, expense, claim or liability whatsoever arising out of or in connection with any termination under this clause 15.
- 15.8. Termination of the Call-off Contract shall not affect either Party's rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Call-off Contract which existed at or before the date of termination.
- 15.9. Any provision of the Call-off Contract that expressly or by implication is intended to come into or continue in force on or after termination of Roofspace's employment under the Call-off Contract shall remain in full force and effect.

16. Suspension

- 16.1. The Customer may, by giving ten (10) Business Days' written notice, require Roofspace forthwith to suspend performance of the whole or any part of the Works.
- 16.2. In the event that the Customer exercises its right under clause 16.1 and subsequently gives written notice to Roofspace requiring it to recommence the Works, Roofspace shall reimburse and resume the Works as soon as reasonably practicable in all the circumstances.
- 16.3. If the Customer fails to pay to Roofspace a sum properly payable under the Call-off Contract by the final date for payment, Roofspace may give written notice to the Customer of Roofspace's intention to suspend performance of the Works. If the Customer's failure to make payment continues for a further seven (7) days after Roofspace has given its written notice, Roofspace may suspend performance of the Works in whole or in part until payment is made in full whereupon Roofspace shall reimburse and resume the Works as soon as reasonably practicable in all the circumstances.
- 16.4. In the event that a suspension lasts for more than six (6) months, either Party may terminate Roofspace's employment under the Call-off Contract by giving five (5) Business Days' written notice to the other Party and clauses 15.2 and 15.3 and clauses 15.5 to 15.9 (inclusive) shall apply (mutatis mutandis).
- 16.5. In the event of a suspension in accordance with the Call-off Contract:
- 16.5.1. the Customer shall pay to Roofspace, a reasonable amount in respect of costs and expenses reasonably incurred by Roofspace as a result of the suspension (including, but not limited to, demobilisation and remobilisation costs); and
- 16.5.2. to the extent that the suspension constitutes a Variation, clause 13.6 shall apply,
- and the remedies set out in clauses 16.5.1 and 16.5.2 above shall be Roofspace's sole compensation for suspension of the Works.

17. Disputes

- 17.1. Either Party may, at any time, refer any dispute or difference arising under the Call-off Contract to adjudication in accordance with the provisions of Part 1 of the Schedule to The Scheme for Construction Contracts (England and Wales) Regulations 1998 except that the adjudicator nominating body shall be the Association of Independent Construction Adjudicators.
- 17.2. The English courts shall have exclusive jurisdiction to settle any dispute or difference (including non-contractual disputes or claims) arising out of or in connection with the Call-off Contract or its subject matter or formation.

18. Health and safety

- 18.1. Each Party undertakes to the other that it will duly comply with applicable CDM Regulations.
- 18.2. The Customer shall, prior to the Commencement Date, notify Roofspace in writing of the details of those persons appointed to fulfil the roles of 'principal designer' and 'principal contractor' for the purposes of the CDM Regulations and, if a replacement 'principal designer' or 'principal contractor' is appointed, the Customer shall promptly notify Roofspace in writing of the details of the new appointments.
- 18.3. Roofspace shall provide to the Customer upon written request, copies of its health and safety policy document and method statement for the Works.

19. Collateral warranties

- 19.1. Roofspace shall, within ten (10) Business Days of receipt of a written request of the Customer from time to time (accompanied by an engrossment in the correct form), execute and deliver to the Customer, a deed of collateral warranty in the form attached to the Purchase Order in favour of any Beneficiary identified in the Customer's written request.

20. Confidentiality

- 20.1. Each Party undertakes to the other Party that it shall not at any time during the term of the Call-off Contract, and for a period of two years following the expiry of the Rectification Period in respect of the Works or (where applicable) in respect of the final Section (or, if earlier, following the date of termination of Roofspace's employment under the Call-off Contract), disclose to any person any confidential information concerning the business, affairs, assets, customers, clients or suppliers of the other Party or of any member of the group of companies to which the other Party belongs, except as permitted by clause 20.2.
- 20.2. Each Party may disclose the other Party's confidential information:
- 20.2.1. to its employees, officers, representatives, contractors, sub-contractors or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with the Call-off Contract. Each Party shall ensure that its employees, officers, representatives, contractors, sub-contractors or advisers to whom it discloses the other Party's confidential information comply with this clause 20; and
- 20.2.2. as may be required by law, to a court of competent jurisdiction or any governmental or regulatory authority.
- 20.3. Neither Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Call-off Contract.

21. Copyright

- 21.1. The copyright in all Copyright Materials prepared by or on behalf of Roofspace in relation to the Works shall remain vested in Roofspace but Roofspace grants to the Customer a non-exclusive, irrevocable and royalty-free licence to use and reproduce the Copyright Materials for all purposes relating to the Works including (without limitation) the Permitted Uses.
- 21.2. Such licence shall carry the right to grant sub-licences and shall be transferable to third parties.
- 21.3. Such licence shall permit the use of the Copyright Materials in connection with any extension of the Works but shall not include a licence to reproduce the designs contained in them in any such extension.
- 21.4. Roofspace shall not be liable for any use of the Copyright Materials for any purpose other than that for which the same were prepared by Roofspace.
- 21.5. Roofspace shall supply copies of the Copyright Materials to the Customer upon request and payment of Roofspace's reasonable copying costs.

22. Modern Slavery Act

- 22.1. In performing its obligations under the Call-off Contract, each Party shall and shall ensure that each of its suppliers, sub-contractors and other participants in its supply chains shall comply with the Modern Slavery Act 2015 (or any replacement or revised legislation).
- 22.2. Each Party represents and warrants that neither it nor any of its officers, employees or other persons associated with it:
- 22.2.1. has been convicted of any offence involving slavery and human trafficking; and
- 22.2.2. to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 22.3. Each Party shall implement due diligence procedures for its own suppliers, sub-contractors and other participants in its supply chains, with a view to ensuring that there is no slavery or human trafficking in its supply chains.
- 22.4. Each Party shall notify the other Party as soon as it becomes aware of:
- 22.4.1. any actual or potential breach, of the Modern Slavery Act 2015; or
- 22.4.2. any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Call-off Contract.
- 22.5. Each Party represents, warrants and undertakes that it conducts its business in a manner that is consistent with the Modern Slavery Act 2015. Each Party shall indemnify the other Party from and against any losses, liabilities, damages, costs (including, but not limited to legal fees) and expenses incurred by or awarded against, the other Party as a result of any breach of the Modern Slavery Act 2015.

23. Limitation period

- 23.1. No claims may be commenced under or in connection with the Call-off Contract after the expiry of twelve (12) years from practical completion of the Works or (where applicable) of the final Section.

24. Liability

- 24.1. References to "liability" in this clause 24 include every kind of liability arising under or in connection with the Call-off Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 24.2. Neither Party may benefit from the limitations and exclusions set out in this clause 24 in respect of any liability arising from its deliberate default.
- 24.3. Nothing in this clause 24 shall limit the Customer's payment obligations under the Call-off Contract.
- 24.4. Nothing in the Call-off Contract limits any liability for:
- 24.4.1. death or personal injury caused by negligence;
- 24.4.2. fraud or fraudulent misrepresentation; or
- 24.4.3. breach of the terms implied by section 17 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.
- 24.5. Subject to clauses 24.2, 24.3 and 24.4, Roofspace's total liability to the Customer shall not exceed five million pounds (£5,000,000.00) per occurrence and in the annual aggregate.
- 24.6. Subject to clauses 24.2, 24.3 and 24.4, neither Party shall be liable for the following types of loss which are wholly excluded:
- 24.6.1. Loss of profits;
- 24.6.2. Loss of sales or business;
- 24.6.3. Loss of agreements or contracts;
- 24.6.4. Loss of anticipated savings;
- 24.6.5. Loss of use or corruption of software, data or information;
- 24.6.6. Loss of or damage to goodwill;
- 24.6.7. Indirect or consequential loss.
- 24.7. Roofspace has given commitments as to compliance of the goods and works with relevant specifications and requirements in clauses 41, 42.3, 93.1, 101.1, 101.2 and 101.3. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Call-off Contract.

25. Severability

- 25.1. If any provision or part-provision of the Call-off Contract is found by a court, tribunal or other administrative body of competent jurisdiction to be unenforceable, illegal or invalid for any reason, it shall be deemed deleted, but that shall not affect the validity, legality and enforceability of the rest of the Call-off Contract. If any provision or part-provision of the Call-off Contract is deemed deleted under this clause 25.1, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

26. Notices

- 26.1. A notice given to a Party under or in connection with the Call-off Contract shall be in writing and:
- 26.1.1. in the case of notices given to Roofspace, shall be sent to Roofspace's registered office address, marked for the attention of 'The Company Secretary'; and
- 26.1.2. in the case of notices given to the Customer, shall be sent to the Customer's postal address set out in the Purchase Order.
- 26.2. Notices may be given, and will be deemed received:
- 26.2.1. by pre-paid first-class post or other next working day delivery service: at 9:00am on the second Business Day after posting; and
- 26.2.2. by hand: on the date and at the time the notice is left at the proper address.
- 26.3. If deemed receipt under clause 26.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 26.3, 'business hours' means 9:00am to 5:00pm on a Business Day.
- 26.4. This clause 26 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

27. Waiver

- 27.1. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any other right or remedy.
- 27.2. A waiver or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

28. Rights of third parties

- 28.1. Unless it expressly states otherwise, the Call-off Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Call-off Contract.

29. No partnership or agency

- 29.1. Nothing in the Call-off Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute either Party the agent of the other, or authorise either Party to make or enter into any commitments for or on behalf of the other Party. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

30. Entire agreement

- 30.1. The Parties agree that the Call-off Contract constitutes the entire agreement between them, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 30.2. Each Party acknowledges that it has not entered into the Call-off Contract in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Call-off Contract.

31. Succession

- 31.1. The Call-off Contract will bind and benefit each Party's permitted assigns, successors and personal representatives.

32. Governing law

- 32.1. The Call-off Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.