

THE  
ROOFLIGHT CO.  
COTSWOLDS

Client Terms and Conditions



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COTSWOLDS

Client Terms and Conditions of Sale

Thank you for choosing to buy from The Rooflight Co. We have set out our terms and conditions below (the “Terms”) so that you know what to expect from us and what we need from you to allow us to deliver your order. Please take a few minutes to read through these Terms, as by placing an Order with us, you will be considered to have agreed to be legally bound by them.

It is important to note that we are a SUPPLY ONLY business and, therefore, our services relate to the supply of goods only.

Your attention is drawn to clause 9.1, below, in respect of our goodwill guarantee of the Products. Please note that it is important to register this guarantee with us as soon as possible after delivery. We have set out this clause below for ease of reference:

9.1 We offer our customers a goodwill guarantee that the Products will comply with the Order and any Approval Drawings and will be free of material defects for a period of twelve (12) months from Delivery or collection by you, unless otherwise stated in our Operations and Maintenance Manual which will be supplied with the Products. If the relevant manufacturer of any part of the Products offers a longer guarantee, we will extend this guarantee to you. In addition, provided that you register with us via our Product registration process within twelve (12) months after delivery or collection, then we shall offer you our extended guarantee as set out here: <https://www.therooflightco.com/customer-service/>. These guarantees do not apply in the circumstances set out in clauses 9.5 and 9.6, and the extended guarantee also does not apply if you have not completed our Product registration process within the twelve (12) month period specified. However, your legal rights under the Consumer Rights Act 2015 will always apply as set out in the summary box.

These Terms apply to products and services provided by The Metal Window Company Limited (trading as The Rooflight Co) with registered company number 02881879 whose registered office and trading address is at Unit T1, Bourton Industrial Park, Bourton-on-the-Water, GL54 2HQ with VAT number 618 4102 63.

Our Terms can also be found online at [www.therooflightco.com/customer-service/](http://www.therooflightco.com/customer-service/).

In these terms, references to “we”, “us” and “our” mean The Rooflight Co and references to “you” and “your” mean you, the customer purchasing The Rooflight Co’s products and services.

1. Definitions

The terms below will have the following meanings whenever they are used in these Terms:

“Acceptance” means your acceptance in writing of the Approval Drawings, and “Accepting” and “Accepted” shall be interpreted accordingly.

“Amendment” means a change agreed to an Order in accordance with clause 4.

“Made to Order” means any Product made to order for you. This can be “Bespoke” which means that we will make the Product to your specification, in non-standard sizes with your specification for glass, finish and colour and any other individual characteristic, or “From our Range” where we will make the Product to order for you but from our range, using standard sizes and pre-set specifications and in-house materials.

“Change” means as defined in clause 4.1.

“Approval Drawings” means the drawings prepared by us in accordance with your specification for the Products and including our lead-time for the Products.

“Deposit” means an amount equal to fifty percent (50%) of the Price.

“Delivery” means that items will be delivered to you by us as set out in clause 5.1 below and in any event by 5pm on the day set out in the Sales Order Acknowledgement. Items will be delivered to you by way of Kerbside Delivery unless specifically agreed in the Sales Order Acknowledgement.

“Kerbside Delivery” means that items will be delivered to the nearest kerbside at the address specified in the Sales Order Acknowledgement. Freight drivers will position their vehicle as close as possible to the delivery address and unload the palletised goods into a spot on the kerbside that is safe and keeps the pallet secure.

“Location” means the address to or at which it is agreed in the Sales Order Acknowledgement that we will deliver the Products. Unless a specific location is agreed between you and us in writing, the location for delivery will be as set out in clause 6.1.

THE  
ROOFLIGHT CO.  
COTSWOLDS

Client Terms and Conditions of Sale

“Mainland Europe” means Republic of Ireland, all islands of the Mediterranean (excluding Northern Cyprus) and the following countries of Mainland Europe: Andorra, Austria, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Slovakia, Slovenia, Spain (excluding Ceuta and Melilla), Sweden and Switzerland. Cover does not apply to territories beyond Mainland Europe.

“Order” means your order for Products, as set out in your written acceptance of our quotation or proforma invoice.

“Our Materials” means all documents, materials, tools, drawings, and specifications (including the Technical Specification and Approval Drawings) prepared and/or supplied by us to you as part of the Order.

“Sales Order Acknowledgement” means our confirmation of an Order, that specifies:

- a) a description of the Products to be supplied, referencing the specific quotation if applicable;
- b) details of the Location;
- c) quantity of units;
- d) your specific obligations;
- e) details of the Price and estimated delivery and insurance costs;
- f) any special information about the Products.

“Products” means the products to be supplied by us to you as set out in the Order, which may be a Stocked Item, or Made to Order.

“Price” means the price payable for the Products to be supplied to you, as may be amended in accordance with these Terms and Conditions.

“Stocked Item” means standard sizes, finishes and colours as set out in our conservation standard range on our website and documentation and are stocked by us already.

“Storage Costs” means any costs associated with the storage of the Products.

“Technical Specifications” means the written specification and instructions and/or manuals for the Products, including but not limited to our technical specification and maintenance manual.

2. Your agreement to purchase The Rooflight Co Products

2.1. Where you make an enquiry about the Products, we will discuss your requirements with you, and we may provide you with a quotation. You must tell us of any changes you may need and, where we agree to them, we will provide you with an updated quotation.

2.2. A quotation is valid for a period of 28 days from its date of issue. We reserve the right to withdraw any quotation issued to you at any time before receiving your Order, without incurring any liability to you. Any quotation issued in respect of the Products by us shall not constitute an offer.

2.3. It is important to note that your Order is an offer by you to purchase the Products in accordance with these Terms. You are responsible for ensuring that the terms of your Order, any descriptions (for example, but not limited to, whether the orientation of the design should be portrait or landscape) and any applicable Technical Specifications and any measurements (for example but not limited to, pitched rooflights are suitable for pitched roofs between 17.5° to 65° and flat rooflights are suitable for pitched roofs between 3° to 15°) are complete and accurate and you must tell us immediately if there are any mistakes. This is important as we will charge you additional fees to change the Technical Specification later on.

2.4. Sometimes we reject orders, for example, because a Product is unexpectedly out of stock, because you are located outside our delivery areas, as stated on our website or because the Product was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid in advance.

2.5. We will send you a Sales Order Acknowledgement to confirm to you that we have accepted it, at which point a contract between us will be formed. For the avoidance of doubt, the Sales Order Acknowledgement shall form a part of and be incorporated into, the contract between us.

2.6. By placing an Order, you confirm that anyone acting on your behalf to purchase Products from us has your permission to enter into a contract with us.

2.7. We will ask you to pay the Price in full before we deliver a Stocked Item. However, if your Order is for Made to Order Products, we will ask you to pay in two instalments; the Deposit upfront followed by the balance to be paid before delivery. If we ask you to pay the Deposit, you can also pay the full Price in advance if you so choose.

THE  
ROOFLIGHT CO.  
COTSWOLDS

Client Terms and Conditions of Sale

3. Product Descriptions and Approval Drawings

3.1. We take reasonable care to ensure that the Products are described accurately, and that the Product information shown is correct and up to date on our website and in our brochures. Any samples, drawings, descriptive matter, or advertising produced by us, and any descriptions or illustrations contained in our catalogues or brochures or on our website are produced for the sole purpose of giving an approximate idea of the Products referred to in them. They do not form part of the contract between us.

3.2. You accept that due to the hand-made nature of the Products there may be variances in the steel work and finish and that all stated dimensions have a combined 4mm tolerance.

3.3. We can always change a Product to reflect changes in relevant laws and regulatory requirements and to make minor technical adjustments and improvements that don't affect your use of the Product, without notice to you. If we need to make any major changes, we will notify you and give you an option whether you want to continue or terminate the contract. If you want to end the contract because of a major change that we've told you about, you can contact our customer service team on 01993 833155 or by emailing us at [customerservices@therooflightco.com](mailto:customerservices@therooflightco.com) to end the contract before the change takes effect and receive a refund for any Products that you've paid for in advance but not received.

3.4. If your Order is for Bespoke Made to Order Products, we will prepare Approval Drawings for the Products. You must check the Approval Drawings and any Technical Specifications, including quantities, that we provide to you thoroughly before Accepting them, by signing them and returning them to us. You agree that:

a) we cannot proceed to manufacture the Products without your Acceptance and we will not be responsible for any delays while waiting for your Acceptance; and

b) you will be responsible to pay any additional costs (including any changes to the Price) and/or delays arising from any errors or discrepancies in the Approval Drawings that you have Accepted. You must notify us immediately if you notice that there are any errors.

3.5. If the Products are intended for use in an industrial or maritime area (subject to a potentially corrosive or polluted environment) please contact us regarding Made to Order Products suitable for such use.

4. Changes

4.1. If you require any changes to your Order including the Approval Drawings, please inform us in writing as soon as possible by emailing us at [customerservices@therooflightco.com](mailto:customerservices@therooflightco.com). We may also identify changes that are required as a result of your requirements ('otherwise referred to as a Change'). If the Change is for different Products, or requires us to do significant re-drawing, or have an impact on costs then we will prepare an Amendment in accordance with clause 4.2.

4.2. Where a Change is needed under clause 4.1, we shall, as soon as is reasonably possible provide a written estimate to you of:

a) the likely revised time required to implement the Change;

b) revised drawings and quotation;

c) any necessary variations to the Price arising from the Change, and

d) any other impact of the Change on these Terms ('Amendment').

4.3. We will send the proposed Amendment to you as soon as possible and you will need to sign it to show that you agree to it and then return it to us before we will continue.

4.4. You agree that you are responsible for the cost of all approved Amendments, and we shall not be responsible for any delays while we are waiting for your approval of an Amendment. Again, you must notify us immediately if you notice any errors.

4.5. Once we receive your signed Amendment back, we will prepare the necessary amended Approval Drawings and send them to you for Acceptance in accordance with clause 3.4.

4.6. If, once you have received the Acceptance Drawings, you decide not to proceed with the Order, you must notify us in writing. We will refund any sums you have already paid for the Products less our design and production costs (including the costs for the time we have spent revising the Acceptance Drawings) which shall be calculated as a percentage of the Price.

5. Delivery Dates

THE  
ROOFLIGHT CO.  
COTSWOLDS

Client Terms and Conditions of Sale

5.1. When we send you the Sales Order Acknowledgment, we will provide you with estimated timescales for Delivery of the Products. While we shall use our reasonable endeavours to meet any estimated timescales, because of the nature of the work, we do not guarantee to meet them. If we do encounter unexpected delays, we will contact you as soon as is reasonably possible by telephone or email to let you know and do what we can to reduce the delay. As long as we do this, we will not compensate you for the delay, but if the delay is likely to be substantial, you can contact our customer services team on 01993 833155 or by email us at customerservices@therooflightco.com to end the contract and receive a refund for any Products that you have paid for in advance but not received.

5.2. We will contact you when the Products are ready for delivery, whether you are picking these up directly from us, either yourself or by sending a person identified by you to take physical possession of the goods (EXW), or awaiting delivery from us. When we deliver the Products to you, we may do so using our carefully selected third party carriers. We remain fully responsible for the delivery of the Products but are not responsible for third party costs including, but not limited to, scaffolding, cranes (or any other lifting equipment) which we will be entitled to pass on to you.

5.3. We must receive your payment of the Price in full in cleared funds, or alternatively the Price must be applied to your credit account before we can release or deliver the Products to you. We will send an invoice to you at the same time as we send the Sales Order Acknowledgement.

5.4. The scheduled Delivery date must be a date when you, or your authorised representative, will be present to meet us and provide access to the Location. If the delivery is EXW, this will be the date on which you, or your authorised representative, will arrange to collect the Products. We will try to deliver all of the Products in one instalment, but we reserve the right to deliver the Products in more than one instalment. If you request us to deliver in instalments, then we may charge you additional delivery costs at our discretion. If, despite our reasonable efforts, we are unable to contact you or unable to rearrange delivery with you, we may terminate the contract and clause 13 will apply.

5.5. If you wish to change the agreed Delivery date for Products, please tell us as soon as possible to arrange a new date. We reserve the right to charge you a reasonable fee to cover any additional Delivery and Storage Costs (see clause 6.4) that we may incur as a result of rescheduling the Delivery date at your request. We only deliver up to 5pm in the evening.

5.6. Delivery dates and timescales are not guaranteed (and time is not of the essence of these Terms) as set out in clause 5.1. Our Delivery dates and times are from 8.00am to 5.00pm on business days only.

## 6. Delivery

6.1. You are solely responsible for the hire of a suitable professional for the installation and use of the Products supplied under these Terms including but not limited to the suitability of the Product for its final installed Location, accuracy of dimensions, adequacy and quality control of installation arrangements, and post-installation checks. You shall be solely responsible for any additional costs and delays arising from any errors or discrepancies in any specifications or measurements that you have submitted.

6.2. Where we have agreed to deliver to you, you must ensure that the Location is suitably prepared for delivery and that you have appropriate lifting equipment in place to take receipt of the Products. We reserve the right to refuse to deliver if, in our reasonable opinion, it is not safe or possible to do so. Where delivery is EXW, you must ensure that you have suitable transport, together with appropriate lifting equipment, to collect the Products.

6.3. If we attempt delivery on the scheduled date, but are unable to deliver the Products or you do not collect them for any reason, including but not limited to:

- a) any difficult access restrictions which have not been notified to us prior to Delivery; or
- b) if you (or your nominated representative) are not present at Delivery or we have not been provided with the correct contact number; or
- c) the Location is not suitably prepared for delivery, or you do not have suitable transport and/or equipment to collect; or
- d) we believe, acting reasonably, that delivery would result in irreparable damage to property, damage to the Products, or injury to our staff or other persons; or
- e) you refuse to accept delivery for any reason other than the failure of the Products to comply fully with the Sales Order Acknowledgement.

We will return the Products to our premises or retain the Products at our premises (as the case may be) and we reserve the right to charge you a reasonable fee to cover the

THE  
ROOFLIGHT CO.  
COTSWOLDS

Client Terms and Conditions of Sale

additional delivery and Storage Costs that we incur. In this event we shall agree a new delivery date with you.

6.4. Delivery will be completed when we deliver and unload the Products at the Location or when you collect the Products from us EXW, at which time risk shall pass in accordance with clause 10.2. If at the time of delivery to you, the external packaging of the Products is damaged and you suspect that the Products are also likely to be damaged you should not accept the delivery (and, where applicable, should hand it to the carrier to return it to us). If you accept a delivery where the packaging is damaged, you must inform us (or the carrier in writing as the case may be) of the damaged packaging as you sign for the Delivery and take a photo of the damage prior to unwrapping the Products. It is important that you do this immediately.

6.5. You must inform us immediately (and in any event, no later than 7 days after receipt, collection, or expected receipt) if an expected delivery is not received or if you find that any Products are missing or damaged upon opening the packaging. Please telephone us on 01993 833155 or by emailing us at customerservices@therooflightco.com.

6.6. We shall use our reasonable endeavours to avoid damage to your or any third party's property during delivery of the Products.

6.7. In the event of accidental damage to your or any third party's property, you shall notify as soon as possible after you discover the damage, by emailing us customerservices@therooflightco.com. We shall at our expense repair or replace such damaged property to a fair and reasonable standard provided that:

- a) the damage is caused by our staff or our carriers in the course of delivery;
- b) you clearly describe any such damage on the delivery form or email; and
- c) you grant to us or our nominated subcontractors' access to the Location and the damaged property when we reasonably request this to carry out the repairs, having given you reasonable notice.

6.8. We do not store Products as part of our service. However, where you have specifically requested that we store any Products for you for a short term, instead of taking delivery on a scheduled date, you will be responsible for any and all Storage Costs.

7. Products ordered and exported outside of the UK:

7.1. We can now offer deliveries of Products from our Conservation range only (to be clear, this does not include any Bespoke Made to Order Products or any Products from our other ranges), to Mainland Europe. Additionally for CE marked products, we are only able to deliver to Mainland Europe. Where you are a customer ordering our Products from outside of the UK, delivery will be EXW from our premises as described in the Sales Order Acknowledgement and you are responsible for ensuring that all Products are exported, used and re-sold (and/or imported where you are returning Products to our Premises in accordance with clause 8) in strict accordance with the applicable laws, requirements and standards of the relevant jurisdiction to which they are exported and/or in which they are to be used or re-sold. For the avoidance of doubt, you (or your carriers or representatives) will be the importer or exporter of record (as the case may be) for the Products.

7.2. Where clause 7.1 applies, all and any taxes, duties, fees and other charges levied by any relevant authority in connection with the export, import, in addition to any licences, permits, charges, fees, labelling requirements or otherwise to use and/or re-sale the Products outside of the UK shall be your responsibility; to include all and any taxes, duties, fees, costs and expenses associated with any custom formalities (including all appropriate licenses and authorisations) necessary for export or import.

7.3. You shall supply to us and file with the proper authorities any documentation that may be required for the purpose of export and/or import, plus the EORI number (Economic Operators Registration and Identification number).. Each shipment must be accompanied by all necessary customs documentation and declaring the transactional value of the said shipment. You shall undertake all necessary actions within the limits of all applicable laws and regulations in order to enable us to recover any sales taxes on returns (where applicable).

## 8. Returns

8.1. As a consumer, for most of our Products, if you bought Products online or over the telephone, you have a legal right to change your mind about your purchase and receive a refund of what you paid for it, including the delivery costs. This is subject to some conditions, as set out below.

8.2. We do not accept returns at any time for Made to Order items because these are products that have been made to your specifications so cannot be resold.

Client Terms and Conditions of Sale

8.3. If you change your mind about a Product, you must let us know no later than 28 days after the day we deliver the Product. If the Products are split into several deliveries over different days, the 28 days starts from the day after the last delivery.

8.4. To let us know you want to change your mind, contact our customer service team by telephone on 01993 833155 or by emailing us at [customerservices@therooflightco.com](mailto:customerservices@therooflightco.com).

8.5. When you contact us to change your mind about a Product, we will advise you of our returns process including arranging for collection of the returned Products or supply a unique return merchandise authorisation (RMA) code to be used as a reference when labelling returned Products. Our returns policy can also be found here <https://www.therooflightco.com/customer-service/>.

8.6. You agree to make sure to return the Products in the same condition they were sent to you and package and label the Products correctly (together with the RMA) so that they are not lost or damaged in transit. You will be responsible for the costs of the return delivery.

8.7. If we arrange with you to collect the Product being returned, we will refund you as soon as possible and within 14 days of you telling us that you've changed your mind. If you are responsible for sending the Products back to us, we will refund you within 14 days of receiving them back from you. We refund you by the method you used for payment. We don't charge a fee for the refund.

8.8. If you think there is something wrong with your Product, you must contact our customer service team by telephone on 01993 833155 or by emailing us at [customerservices@therooflightco.com](mailto:customerservices@therooflightco.com). We honour our legal duty to provide you with products that are as described to you on our website and that meet all the requirements imposed by law. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk). Remember too that you have several options for resolving disputes with us and these are set out in clause 19.

Summary of your key legal rights

The Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- Up to 30 days: if your goods are faulty, then you can get a refund.
- Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

9. Guarantee

9.1. We offer our customers a goodwill guarantee that the Products will comply with the Order and any Approval Drawings and will be free of material defects for a period of twelve (12) months from Delivery or collection by you, unless otherwise stated in our Operations and Maintenance Manual which will be supplied with the Products. If the relevant manufacturer of any part of the Products offers a longer guarantee, we will extend this guarantee to you. In addition, provided that you register with us via our Product registration process within twelve (12) months after delivery or collection, then we shall offer you our extended guarantee as set out here: <https://www.therooflightco.com/customer-service/>. These guarantees do not apply in the circumstances set out in clauses 9.5 and 9.6, and the extended guarantee also does not apply if you have not completed our Product registration process within the twelve (12) month period specified. However, your legal rights under the Consumer Rights Act 2015 will always apply as set out in the summary box above.

9.2. You must notify us within a reasonable time of becoming aware of any defect in the Products or any non-compliance with the Sales Order Acknowledgement or any Approval Drawings by telephone and in writing with appropriate photographic evidence and, if we request it, provide us with access to inspect the Products, to investigate and assess the details of the defect.

Client Terms and Conditions of Sale

9.3. If the Products don't match our guarantee set out in clause 9.1, we shall, at our expense and at our choice, either repair the Products, or provide replacements for any faulty Products, within a reasonable period (to be agreed with you) after we have received your notification or after we have completed our inspection, whichever is the later. Our guarantee does not affect or limit your legal rights which will continue to apply at all times.

9.4. If we replace any Product, the replacement Product shall be covered by the guarantee in clause 9.1 for however long is left of the guarantee period applicable to the original product or for thirty (30) days, whichever is the longer.

9.5. The guarantee given in these Terms will not apply if the Products (or a part of the Products) have been:

- a) installed or used improperly or outside their normal environmental or operational parameters as set out in the Operations and Maintenance Manual (including but not limited to installation in a location for which the Product is not suited); or
- b) found to have defects caused by your incorrect transport, handling, storage, installation, fitting, adjustment, sealing and maintenance; or
- c) found to have defects which are the result of problems with work not carried out by us; or
- d) subject to loss, theft, accidental damage, or damage caused by animals, pests, or unusual environmental factors; or
- e) modified or altered, in any material way without our prior written approval; or
- f) not cared for or maintained in accordance with our Technical Specifications or any reasonable instructions provided to you by us; or
- g) installed by you or by any third party when such the Product is known by you to be faulty and in such event, you shall be liable for any direct damages, costs, losses or claims which arise as a result of such installation; or
- h) subject to wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party; or
- i) found to have defects or been subject to damage as a consequence of the failure of parts or items not supplied by us.

9.6. Products shall not be considered to be faulty or in breach of their guarantee solely because of:

- a) the effects of normal wear and tear; or

- b) any slight deviation in dimensions due to manufacture where this does not materially affect the normal operation of the Products.

9.7. If you or we assess that a Product has been damaged or has stopped working correctly as a result of your or any end-client's failure to comply with the Technical Specification, we reserve the right to charge you a fee for the repair or replacement of the Product.

## 10. Title and Risk

10.1. You will own the Product once we have received payment for it in full.

10.2. We are responsible for any risk in or associated with the Products until we have completed delivery of the Products to the Location, except for where delivery is EXW at our premises, we are only be responsible for any risk up to the point of your taking collection of the Products and any loading, unloading or movement of the Products at our premises is entirely at your risk. Once risk has transferred to you, you will be responsible for any risk in or associated with the Products, and for insuring and taking care of the Products including during transit of any Products being returned to us until we receive them.

## 11. Your Cooperation

11.1. In order for us to provide the Products to you, we need your cooperation and support. We charge you additional sums if you don't give us information, we've asked for about how we can access your property for delivery or installation or if you don't do preparatory work for installation, as agreed with us.

11.2. We can also end a contract with you for a Product and claim any compensation due to us if you don't, within a reasonable time of asking for it, provide us with information, cooperation or access that we need to provide the Product.

## 12. Price & Payment

12.1. The Price includes Value Added Tax (VAT) at the applicable rate (unless you are operating outside of the UK as per clause 7 above). If the rate of VAT changes between the date of your Order and the date of delivery, we will adjust the rate of VAT that you pay, unless you have already paid in full before the rate change takes effect.



THE  
**ROOFLIGHT CO.**  
COTSWOLDS

Client Terms and Conditions of Sale

12.2. If you don't hold a credit account with us, you agree to pay us:

- a) for Made to Order Products the Deposit upon your receipt of the Pro-Forma Invoice and the remaining Price in full prior to our despatch of the Products or your collection; or
- b) for Stocked Item Products the Price in full upon your receipt of the Pro-Forma Invoice or placing your order (whichever is earlier); and
- c) any additional delivery, insurance, storage and/or other costs that are incurred in accordance with these Terms in full prior to our despatch of the Products or your collection of the Products.

12.3. If you use a debit or credit card to make your payment, you confirm that the person using the card has authority to use it.

12.4. It is always possible that despite our reasonable efforts, some of the Products we sell may be incorrectly priced on our website or documentation. Where this is the case, we will not process your order until we have spoken to you and agreed upon the correct Price. You acknowledge and agree that if an error in Price is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) Price.

12.5. If you do not pay us by the due date for payment as set out in the Sales Order Acknowledgement, we have the right to charge interest on the overdue amount at the rate of five (5) percent (%) a year above the base rate of the Bank of England from time to time. This interest accrues on a daily basis from the date payment was due until payment is received by us whether before or after judgment. You must pay us interest together with any overdue amount.

12.6. If you dispute any price in good faith and contact us to let us know within five (5) days of receiving an invoice that you dispute it, clause 12.5 will not apply for the period of the dispute. However, if payment is overdue and you have not notified us that there is a dispute, then we reserve the right to suspend delivery or collection of the Products until we have received payment in full in cleared funds from you, and we shall not be liable to you for any associated delays.

13. We can end our contract with you

13.1. We can end our contract with you for a Product and claim any compensation due to us (including enforcement costs) if:

- a) You do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due;
- b) You do not, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to make and deliver the Products to you; or
- c) you don't within a reasonable time, either allow us to deliver the Products to you or collect it from us.

13.2. Where we end this contract because of something listed in clause 13.1, we will refund any money you have paid in advance for Products we have not provided to you, but we may deduct or charge you reasonable compensation for the costs we will incur as a result of your defaulting on these terms. Where we have already delivered the Products, you shall immediately pay to us all of our outstanding unpaid invoices and any interest due.

14. When we are responsible to you

We are responsible for losses you suffer caused by us breaking these Terms unless the loss is:

- a) Unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your Order meant we should have expected it (so, in the law, the loss was unforeseeable).
- b) Caused by a delaying event outside our control. We are not responsible for delays outside our control.
- c) Avoidable. Something you could have avoided by taking reasonable action. For example, damage to your own property or third party property caused by a Product (other than as described in clause 6.6) we supplied but which you could have avoided by correctly following our advice or recommendations (such as, your failure to follow the installation instructions or having the required lifting or other equipment advised by us or following our safety recommendations).
- d) A business loss. It relates to your use of the Product for the purposes of your trade, business, craft or profession.

In which case you shall be solely responsible for any associated additional costs, unless otherwise agreed by us in writing beforehand.

THE  
ROOFLIGHT CO.  
COTSWOLDS

Client Terms and Conditions of Sale

We remind you that we supply of the Products only and, so, we will not compensate you at any time for any additional costs caused by our products including, but not limited to, labour costs, transport, scaffolding, consequential damage or any other costs.

15. Intellectual Property

15.1. All intellectual property rights in or arising out of or in connection with the Products, Technical Specifications, Approval Drawings, and our Materials supplied to you as part of these Terms (other than intellectual property rights in any materials provided by you) shall be owned exclusively by or licenced to us and nothing in these Terms shall act to transfer any of those rights to you.

15.2. We grant to you a non-exclusive, non-transferable limited licence to use and to share such intellectual property rights owned by us and not assigned to you under this clause 15 (and shall procure such grant of any intellectual property rights owned by a third party), strictly necessary for the purposes of assessing the suitability for your requirements, for carrying out work required to meet installation requirements, and for installing the Products.

15.3. In respect of the Products sold to you under these Terms, we warrant that we have full clear and unencumbered title to all such Products, and that as at the date of delivery of the Products to you, we will have full and unrestricted rights to sell and transfer them to you.

15.4. This clause 15 shall survive termination or expiry of these Terms.

16. Confidentiality

16.1. Confidential Information is defined as any information (in any form) relating to these Terms or to your or our business affairs or activities, and which:

- a. has been marked as confidential,
- b. has been identified as being of a confidential nature, or
- c. may reasonably be supposed to be confidential in the circumstances.

16.2. We each agree that these Terms and the Confidential Information shall be kept confidential between the parties and shall not be disclosed to any third party who does not have a reasonable and lawful need for such information and shall ensure that any

such third party shall be bound by the same confidentiality obligations as are set out in this clause 16.

16.3. If these Terms are terminated, each party shall, at the other party's request, return or destroy all Confidential Information of the other party.

16.4. You agree that we may take and use photographs of installations of our Products. We will not use these for marketing purposes unless you give your explicit consent.

17. Contacting us

17.1. Our company details are set out in the introductory paragraph of these Terms. If you have any questions or if you have any complaints, please contact us. You can contact us by telephoning our customer service team on 01993 833155 or emailing us at: [customerservices@therooflightco.com](mailto:customerservices@therooflightco.com).

17.2. If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing you can send this to us by e-mail as set out above. We will confirm receipt to you in writing.

17.3. If we have to contact you or give you notice in writing, we will do so by e-mail.

18. How we use your personal data

How we use any personal data you give us is set out in our Privacy Notice: [QD434-Privacy-Policy.pdf \(therooflightco.com\)](#).

19. Other important terms

We may transfer our rights and obligations under these Terms to another organisation so that a different organisation is responsible for supplying the Product. We will tell you in writing if this happens, but this will not affect your rights or obligations under these Terms. If you're unhappy with the transfer you can contact our customer service team by telephone on 01993 833155 or by email at [customerservices@therooflightco.com](mailto:customerservices@therooflightco.com).

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ROOFLIGHT CO.  
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You may only assign or transfer your rights or obligations under these Terms if we agree in writing. However, you can transfer our guarantee to a new owner of the Product. We can require the new owner to prove you transferred the Product to them.

If a court invalidates some of these Terms, the rest of them will still apply. If a court or other authority decides that some of these Terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like not paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

These Terms are between you and us. No other person shall have any rights to enforce any of its Terms.

We may revise these Terms from time to time if, for example, there are changes in relevant laws and regulatory requirements. If we have to revise the Terms that apply to your Order, we will give you reasonable advance notice of the changes.

## 20. Resolving Disputes

Our complaints policy. Our Customer Service Team who can be contacted on [customerservices@therooflightco.com](mailto:customerservices@therooflightco.com) or on 01993 833155 will do their best to resolve any problems you have with us or our products as per our Complaints policy. Resolving disputes without going to court. If a dispute arises that you and we are unable to resolve between ourselves, alternative dispute resolution (ADR) is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to the Centre for Effective Dispute Resolution (CEDR) through their website at <https://www.cedr.com/consumer>. If you're not satisfied with the outcome you can still go to court.

You can go to court. These Terms are governed by English law. Wherever You live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, You can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.