

GEM Partners Ltd trading as Roof Shingles UK
TERMS AND CONDITIONS

The Product

As both ourselves and our suppliers are continually trying to improve and update our products, the specifications, packaging and/or colours may vary slightly from what is shown. The colours in the pictures are a guideline only. We reserve the right to make changes or substitute like with like at any time without notice.

Quantity

Calculations made using the Roof Shingle Calculator, or in person via telephone, email or other method of communication constitute advice only. All advice is given in good faith and is based on our experience and knowledge but without liability. It is ultimately your own responsibility to make sure you are ordering the correct amount and we cannot be held responsible for any inconvenience caused and/or extra costs incurred.

Data

All measurements, weights and performance data provided is given in good faith for your information but without liability.

Your Project

It is ultimately your responsibility to ensure that your project is suitable for using roof shingles and that you use the correct product for your project. All advice is given in good faith and is based on our experience and knowledge but without liability.

Local Authority Approval

It is your responsibility to check with your local authority to see if you need to obtain planning permission or comply with building regulations. It is also your responsibility to ensure your project will meet with any such requirements.

Fitting

It is your responsibility to use/fit the roof shingles in a correct and safe manner. We cannot be held responsible for any problems, damage or injury caused by your failure in respect to these matters.

Payment

Payment is due prior to dispatch. You can pay via Paypal, with credit/debit card, by bank transfer or by cash if collecting. All goods will remain the property of GEM Partners Ltd until paid for in full. We reserve the right to enter onto your property in order to access and remove goods which have not been paid for.

Cancellations & Amendments

Cancellations and amendments up 48 hours before the delivery date you are given will not attract any penalty charges. If you cancel or amend the order after this time you will be liable for a charge to cover the cost of any labour, transport and administrative costs already incurred.

Delivery

There is a delivery charge which is calculated at the checkout and depends on the number of packs you are having and your postcode. We will give you a delivery date when we process your order. Most deliveries take place on the promised day but delivery is ultimately the responsibility of the transport company and we cannot be held responsible for any delays due to the transport company or any other unforeseen circumstances. All dates and times given are estimates and time is not of the essence. If you need the goods for a specific date and time or require contacting prior to delivery you must advise us of this when ordering. You must tell us when you order if there are any problems with access for the delivery vehicle. It is your responsibility to ensure that you have made arrangements for signing for the delivery and for moving the goods once they are delivered. If the transport company is unable to deliver there will be a charge for re-delivery.

Returns

Returns will only be accepted if the goods are damaged. We are not able to accept returns if you have ordered the wrong product, quantity, or for any other reason. If the cost of returning the goods outweighs the value we may ask you to keep them and dispose of them yourself.

Risk

You must inspect the goods on delivery/collection. Although unlikely, if there is any damage you must write a brief description on the POD which the driver will have and notify us within 48 hours, otherwise you will be deemed to have accepted the goods. Risk passes to you on delivery/collection. We cannot accept any liability for problems caused by incorrect storage after delivery. Sometimes the pallets and packs the shingles come in may look a little dirty or tatty. This is simply external wear and tear which comes about from transporting, forklifting, storing and manhandling the packs and pallets. This is all completely normal and does not constitute damage.

After Care

Depending on the environment, roof shingles may require cleaning from time to time. It is especially important to remove moss which can begin to grow under the tabs and remove any overhanging branches which may be scratching at the roof shingles.

Photos

If you provide photos of your project we reserve the right to use them in brochures, websites, social media posts etc. They may also be sent to potential customers who want to see examples of roof shingles. If you do not want us to use your photos in this way please state your preferences when you provide them.

Unforeseen Circumstances

In the event of any unforeseen circumstances, force majeure or, in certain situations, circumstances that are known but are difficult to control, for example, pandemics; epidemics, we will not be held in breach of contract if there are delays in deliveries or products are not available. We will work within any prescribed guidelines and in line with our risk assessments. You should ensure you follow current guidelines on receiving goods in relation to hygiene and quarantines.

Guarantees

Your purchase is covered by the Consumer Rights Act 2015.

Law

Any claims brought against us, except for death or personal injury will be limited to the value of the contract and we will not be liable by way of indemnity, breach of contract, tort or breach of statutory duty or any other manner, for consequential or indirect losses. This contract is subject to English Law.