



January 2024

Roofing Contractor Membership Programme *2024 Renewal*

Dear Sir / Madam,

We hope that you had a good Christmas and we wish you all the best for the New Year.

We are delighted to enclose a copy of your Company's individual agreement for Sika's Verified & Certified Contractor Schemes. Please can you arrange for the appropriate person in your organisation to return, ensuring both parties are fully aware, and comply with, their obligations under this Agreement.

We look forward to working closely with you once again throughout 2024.

For any queries, please contact your Area Technical Manager (ATM).

Your sincerely,

A handwritten signature in black ink, appearing to read "A. Coward", written over a light grey rectangular background.

Alex Coward
Head of Technical – Roofing

A handwritten signature in black ink, appearing to read "Charles Pierce", written over a light grey rectangular background.

Charles Pierce
Head of Sales Roofing

SIKA LIMITED

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SIKA'S ROOFING CONTRACTOR PROGRAMME – MEMBERSHIP AGREEMENT

PART 1: Sika's Roofing Contractor Programme – Membership Details

1. Sika Limited (Company No. 226822) whose registered office is located at Watchmead, Welwyn Garden City, Herts, AL7 1BQ (**Sika**) manufactures a number of products which are used in construction and installation projects.
2. Sika will only make these products available to contractors on the basis that they are members of Sika's Roofing Contractor Programme (**Programme**) and therefore achieve the required trained **Contractor** status, for the Sika Products listed in the table below.
3. The Contractor would like to be a Verified Contractor or Certified Contractor (as applicable) for this Programme and Sika, subject to the terms and conditions of the Membership Agreement, is willing to grant the Contractor the appropriate Contractor status for the 'Sika Products' set out below:

Contractor:	24-7 Industrial Services Ltd Paul Handsaker	
Company Number (if applicable):	08856122	
Contractor Address:	Unit E4 & E5, Castle Vale Enterprise Park, Minworth Birmingham B35 6LJ	
Telephone:	07960 815164	
Email:	paul.handsaker@247services.uk	
Membership Start Date:	05/01/2024	
Membership End Date:	31/12/2024	
Sika Products:	The Contractor is trained for the following Sika Products:	
	Verified Contractor Status	Certified Contractor Status
	Sika Liquid Membranes	
Training completed (for the above Products):	Sika Theory/Management Training: Y Sika Product Installation Training: Y	

4. The Membership Agreement is made up of the following:
 - (a) these Membership Details; and
 - (a) the Membership Terms and Conditions.
5. Sika's 'Standard Terms and Conditions of Sale for Goods sold by Sika Limited' will apply to any Sika Product purchased by the Contractor. In the event of a conflict between any provision of the Membership Agreement and a provision of Sika's Standard Terms and Conditions of Sale for Goods sold by Sika Limited, the provision in the Membership Agreement will take precedence.
6. **The Contractor should note the content of clause 6 (Contractor's Liability) of the Membership Terms and Conditions in particular.**
7. Subject to the Contractor complying with the Membership Terms and Conditions, Sika agrees that the Contractor is a Verified Contractor or Certified Contractor (as applicable) for the Sika Products specified in these Membership Details.
8. Certain terms used in the Membership Agreement are defined by its terms, and these are indicated by bold text where they are first used. References in the Membership Agreement to any laws or regulations are to those laws or regulations as in force from time to time, and unless the context otherwise requires references to the singular include the plural and to a person includes any legal or natural person.
9. **By signing below you agree to be bound by the terms and conditions of the Membership Agreement.**

Signed on behalf of Sika:



Print Name: Charles Pierce

Position: Head of Sales, Roofing

Dated: 5th January 2024

Countersigned on behalf Sika:



Print Name: Mark Gatrell

Position: Business Unit Manager, Roofing

Dated: 5th January 2024

Signed on behalf the Contractor:


Paul Handsaker (Jan 5, 2024 13:02 GMT)

Print Name: _____

Position: _____

Dated: _____



PART 2: Sika's Roofing Contractor Programme – Terms and Conditions

1. PURPOSE OF THE PROGRAMME

- 1.1 The Programme is operated by Sika as part of its commitment to ensuring customer satisfaction in its products and the maintenance of high standards of product application or installation.
- 1.2 Membership of the Programme is at Sika's discretion and will be granted only to those contractors who have undertaken the required training and demonstrated, to Sika's satisfaction, the level of skill and commitment to customer care required by Sika.
- 1.3 The Contractor's status as a Verified Contractor or Certified Contractor (as applicable) and as a member of the Programme may be terminated as set out in clause 10 (*Termination*) below.

2. HOW THE PROGRAMME IS OPERATED

- 2.1 Sika will, where it considers it appropriate to do so, recommend the use of the Contractor to third parties who may be interested in using Sika's products.
- 2.2 Sika is under no obligation to recommend the use of any Verified Contractor or Certified Contractor (as applicable).
- 2.3 Sika does not guarantee that the Contractor will receive any particular volume of work or fees and Sika is not obliged to (but may) seek out third parties who may be interested in Sika products.
- 2.4 Sika is not acting as agent of the Contractor and the Contractor is not appointed as agent of Sika. The Contractor has no authority to bind Sika to any representation or commitment regarding Sika Products but may repeat or draw a customer's attention to the warranties and other terms regarding Sika Products set out in the relevant product data sheets.
- 2.5 It is a condition of the Membership Agreement that Sika is satisfied:
 - 2.5.1 with the financial strength of the Contractor;
 - 2.5.2 that the Contractor and its staff have received and met the training requirements set out in clause 3 (*Training*) prior to utilising the Sika Products;
 - 2.5.3 with the Contractor's workmanship and business processes (quality management system);
 - 2.5.4 with the Contractor's policies of insurance; and
 - 2.5.5 that all documentation required by Sika has been put in place including any credit application forms.

3. TRAINING

- 3.1 Before it can utilise the Sika Products, the Contractor and its employees, workers and sub-contractors (**Contractor Personnel**) must have completed the following training with Sika:
 - 3.1.1 theory/management training; and
 - 3.1.2 the material selection; product application; design and installation techniques training,in respect of the Sika Products (**Training**).
- 3.2 Sika will provide the Training to the Contractor at a time and place agreed between the parties. Initial Training is to take place at one of Sika's training academies and will be at a cost to the Contractor, set out by Sika. Further additional Training, where and if required, will take place either at the one of Sika's training academies or at another location, as agreed by Sika.



- 3.3 Sika will supply the Contractor with instructional material, information catalogues and samples relating to the Sika Products and keep the Contractor updated with improvements in relation to the Sika Products and any new products developed from time to time.
- 3.4 The Contractor can request training that is in addition to the Training from Sika from time to time. The Contractor agrees that Sika will be entitled to charge for such training. Sika will provide costings for additional training and once confirmed by the Contractor, Sika will be entitled to invoice the Contractor and the Contractor shall pay Sika the invoiced amount plus applicable VAT prior to training.
- 3.5 The Contractor agrees that the invoiced cost of any additional training is payable (and non-refundable in the case of invoices already paid) whether or not the Contractor achieves the appropriate Contractor status or subsequently ceases to be part of the Programme. For non-attendance, it will be at the sole discretion of Sika whether this is re-arranged.
- 3.6 Any training information provided by Sika is instructional only and the responsibility for utilising that instruction, in accordance with the training, is that of the Contractor. In addition, the Training does not in any way limit the Contractor's obligations to use the degree of skill and care which would reasonably and ordinarily be expected from a skilled and experienced contractor engaged in the provision of services similar to the Contractor's services under the same or similar circumstances as those applicable to each Contract (as defined below) and comply with all applicable legislation when utilising the Sika Products.

4. CUSTOMER CONTRACTS

- 4.1 Where the Contractor enters into a contract with a customer further to which it will use Sika Products (**Contract**), the Contractor will, and will ensure that all Contractor Personnel will:
 - 4.1.1 use the Sika Products strictly in accordance with:
 - 4.1.1.1 all instructions and guidelines issued by Sika; and
 - 4.1.1.2 the specification (if any) prepared by Sika or a Sika group company setting out any design and/or recommendations for the use of Sika Products for that Contract;
 - 4.1.2 ensure that the application of the Sika Products is only carried out by Contractor Personnel who are fully trained in such application by Sika in accordance with clause 3 (*Training*);
 - 4.1.3 comply with all applicable legislation (including but not limited to health and safety legislation) and all relevant industry codes of practice in its performance of its obligations under that Contract;
 - 4.1.4 devote such time, attention, skill, care and ability to the performance of that Contract that a competent contractor experienced, trained and skilled in applying roofing material and products the same or similar to the Sika Products would use;
 - 4.1.5 not engage in any conduct detrimental to the interests of Sika, and in particular, but without limitation, not engage in any conduct inconsistent with the standards and integrity of Sika;
 - 4.1.6 not sub-contract the whole or any part of that Contract (as it applies to the use of the Sika Products) to a third party unless:
 - 4.1.6.1 it has notified Sika in advance of the identity of that third party;
 - 4.1.6.2 that third party is also a member of the Programme and approved in respect of the relevant Sika Products;
 - 4.1.6.3 the third party uses employees, workers and sub-contractors trained in the use of Sika Products under the Programme; or
 - 4.1.6.4 the third party has otherwise been trained by Sika and is accredited as such,



provided that in any event the Contractor remains responsible for the acts and omissions of its sub-contractors.

- 4.1.7 co-operate with all reasonable requests made by Sika, and in particular, allow Sika and Sika group companies and their representatives to visit the site and view the Contractor's use of the Sika Products in its performance of each and any Contract as well as the fitter ID cards of the employees, workers and/or sub-contractors applying the Sika Products.

5. CUSTOMER PRODUCT GUARANTEES

- 5.1 Subject to the Contractor complying with this clause 5, Sika agrees to issue a guarantee, from Sika or a Sika Group Company, to a customer of the Contractor on a project-by-project basis (**Product Guarantee or Performance Guarantee or Performance Plus Guarantee**).

- 5.2 The Contractor will notify Sika in writing on completion of each project for which it wishes Sika to issue a Guarantee setting out:

- 5.2.1 whether the requested guarantee is to cover:

5.2.1.1 the Sika Products (**Product Guarantee or Performance Guarantee**);
or

5.2.1.2 the Sika Products and their installation (in the case of insolvency only, see clause 7.2) (**Performance Plus Guarantee**);

- 5.2.2 the number of years it wishes the Guarantee to cover;

- 5.2.3 such details in relation to the relevant project as Sika may reasonably request including but not limited to:

5.2.3.1 the customer to whom the Guarantee is to be given;

5.2.3.2 the identity any third-party sub-contractors used to apply the Sika Products in performance of the Contract;

5.2.3.3 the address(es) of the building(s) at which the Sika Products have been used;

5.2.3.4 the type of Sika Products used and (where applicable) the quantity of the Sika Products used by the Contractor for that Project;

5.2.3.5 if a specification has been provided, the Sika "Specification Ref." provided to the Contractor by Sika;

5.2.3.6 the surface area to which the Sika Products were applied in square metres; and

5.2.3.7 confirmation (where applicable) in writing that any outstanding remedial works, identified on site by Sika's Technical Site Support Department, have been completed.

- 5.3 In the event that Sika is asked to issue a Product Guarantee & Installation Certificate or Performance Plus Guarantee, a Sika representative will attend the project site to carry out periodic visual inspections of the Contractor's use of the Sika Products, as well as a final Guarantee inspection on completion. The Contractor will provide all reasonable assistance to allow the Sika representative to conduct such visual inspections.

- 5.4 Sika's issue of the Guarantee to the Contractor's customer is conditional upon:

5.4.1 the Contractor complying with the terms of the Membership Agreement;

5.4.2 Sika having received all information it reasonably requires in relation to the application of the Sika Products by the Contractor in accordance with clause 5.2;

5.4.3 completion of any visual and final guarantee inspections required in accordance with



clause 5.3; and

5.4.4 Sika has received payment of in relation to all applicable invoices.

- 5.5 Whether or not Sika attends any project site to carry out visual inspections, the Contractor agrees and acknowledges that each Guarantee is given on the basis of information, in relation to the installation of the Sika Products, provided by or on behalf of the Contractor and Sika is entitled to rely on the completeness, accuracy and consistency of such information without undertaking additional verification.
- 5.6 An indicative form of the **Product Guarantee or Performance Guarantee** & the **Performance Plus Guarantee** is attached at the Appendix to these Membership Terms and Conditions but will be subject to project specific amendments and other amendments required by Sika from time to time.

6. CONTRACTOR'S LIABILITY

- 6.1 The Contractor acknowledges that it is solely responsible for performing the terms of any Contract and that Sika assumes no responsibility under any Contract for:
- 6.1.1 any loss, damage or injury caused to any party pursuant to or during its performance of that Contract, whether caused by an act or an omission of the Contractor or any sub-contractor of the Contractor, in respect of which a claim is brought against Sika under a Guarantee;
- 6.1.2 any error, omission or inaccuracy in Sika's preparation of: (i) a specification; or (ii) a Guarantee, to the extent that such error, omission or inaccuracy arose from information provided by or on behalf of the Contractor.
- 6.2 For the duration of Sika's liability to the Customer specified in each Guarantee (regardless of the contractual limitation period in the relevant Contract), in the event that a Customer notifies either Sika or the Contractor of any failure, issue or claim in relation to a Sika Product (**reported problem**) the Contractor agrees:
- 6.2.1 to thoroughly investigate all reported problems as soon as reasonably practicable;
- 6.2.2 to notify Sika of the reported problems and the Contractor's proposed course of action;
- 6.2.3 to make repairs at the Contractor's sole expense if the reported problems are due to a failure to perform the Contract in accordance with clause 4.1 (*Customer Contracts*); and
- 6.2.4 to perform repairs of any undisputed reported problem for which the Contractor is responsible (whether under the Membership Agreement or a Contract) within 30 days of receipt of the notice from the Customer;
- 6.2.5 to perform repairs of any reported problem which is the subject of a Dispute (as that term is defined below) and in respect of which the parties agree, or an independent Expert (as that term is defined below) determines, that the Contractor is responsible (whether under the Membership Agreement or a Contract) within 30 days of the date of: (i) agreement between the parties; or (ii) the expert determination (as applicable).
- 6.3 In the event that the cause of a reported problem is disputed (**Dispute**), the parties agree to follow the procedure set out in Clause 9 (*Dispute Resolution Procedure*).
- 6.4 For the duration of Sika's liability to the Customer specified in each Guarantee (regardless of the period of limitation in the Contract), without limitation, the Contractor shall fully indemnify and keep fully indemnified Sika and any Sika group companies against any and all proceedings, costs, claims, losses, damages, liabilities and expenses (including, without limitation, legal expenses) whatsoever which Sika and any Sika group companies may suffer or incur as a result of or in connection with:



- 6.4.1 any loss, damage or injury caused to any party pursuant to or during the Contractor's performance of any Contract, whether caused by an act or an omission of the Contractor or any Contractor Personnel, in respect of which a claim is brought against Sika under a Guarantee;
 - 6.4.2 any error, omission or inaccuracy in Sika's preparation of: (i) a specification; or (ii) a Guarantee, to the extent that such error, omission or inaccuracy arose from information provided by or on behalf of the Contractor; and
 - 6.4.3 the Contractor's or any Contractor Personnel's breach, negligent performance or failure in performance of the Membership Agreement.
- 6.5 This clause 6 will survive expiry or earlier termination of the Membership Agreement.

7. SIKA'S LIABILITY

- 7.1 Subject to clause 7.2, Sika shall:
- 7.1.1 unless specified in the Guarantee, have no responsibility under any Guarantee for:
 - 7.1.1.1 the standard of workmanship of the Contractor;
 - 7.1.1.2 any failure by the Contractor to use the Sika Products strictly in accordance with the relevant instructions and guidelines and/or the specification prepared by Sika (if any);
 - 7.1.2 have no liability for any error, omission or inaccuracy in the Guarantee to the extent that Sika has relied on information provided by or on behalf of the Contractor.
- 7.2 Sika will, in certain Product Guarantee & Installation Certificates or Performance Plus Guarantees, agree to be liable to the Customer in the event that a defect in the installation of the Sika Products emerges within the Guarantee period that is due to a failure by the Contractor to exercise reasonable skill and care, where the Contractor has become "Insolvent" since the installation. In the Membership Agreement "Insolvent" will have the meaning given to it in clause 8 (*Insolvency*) below.
- 7.3 Sika's liability shall not be limited in any way in respect of the following:
- 7.3.1 death or personal injury caused by negligence;
 - 7.3.2 fraud or fraudulent misrepresentation; or
 - 7.3.3 any other losses which cannot be excluded or limited by applicable law.

8. INSOLVENCY

- 8.1 For the purposes of the Membership Agreement, **Insolvent** will mean:
- 8.1.1 in relation to a company, limited liability partnership or partnership:
 - 8.1.1.1 a resolution is passed or an order is made for or in connection with winding up other than for the purposes of a members' voluntary liquidation or a scheme for a solvent amalgamation or solvent reconstruction;
 - 8.1.1.2 an order is made for the appointment of an administrator or an administrator is appointed;
 - 8.1.1.3 a compromise or arrangement is entered into with all or any of its creditors (including the Customer) other than for the purpose of a scheme for a solvent amalgamation or solvent reconstruction;
 - 8.1.1.4 the holder of a qualifying floating charge over the assets of it appoints an administrative receiver;
 - 8.1.1.5 it is struck off the register held by the registrar for companies of the jurisdiction in which it is registered or is dissolved; or



- 8.1.1.6 any event occurs in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 8.1.1.1 to 8.1.1.5 (inclusive).
- 8.1.2 in relation to an individual:
 - 8.1.2.1 a bankruptcy order is made;
 - 8.1.2.2 they enter into a compromise or arrangement with all or any of their creditors (including the Customer);
 - 8.1.2.3 they die or, by reason of illness or incapacity (whether mental or physical), is incapable of managing their own affairs or becomes a patient under any mental health legislation; or
 - 8.1.2.4 any event occurs in any jurisdiction to which they are subject that has an effect equivalent or similar to any of the events mentioned in clauses 8.1.2.1 to 8.1.2.3 (inclusive).

9. DISPUTE RESOLUTION

- 9.1 Sika and the Contractor shall use reasonable endeavours to resolve the Dispute as soon as possible, by discussion between the appropriate Sika and Contractor representative, such discussions being commercial negotiations.
- 9.2 If:
 - 9.2.1 either party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiations, will not result in an appropriate solution; or
 - 9.2.2 the parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiations in accordance with this Clause 9,either party may serve a written notice to refer the matter to an independent expert in accordance with clause 9.3.
- 9.3 If a Dispute relates to any technical aspect of the Sika Products or their installation and the Dispute has not been resolved by commercial negotiations, then either party may request (which request will not be unreasonably withheld or delayed) by written notice to the other that the Dispute is referred to an Expert for determination. An **Expert** is a person appointed in accordance with this clause 9 to resolve a Dispute.
- 9.4 The parties shall agree on the appointment of an independent Expert and shall agree with the Expert the terms of their appointment.
- 9.5 If the parties are unable to agree on an Expert or the terms of their appointment within 7 days of either party serving details of a suggested expert on the other, either party shall then be entitled to request the relevant industry body to appoint a suitably qualified Expert of repute with experience in the preparation and application of the Sika Products or products substantially similar to the Sika Products.
- 9.6 The Expert shall act on the following basis:
 - 9.6.1 they shall act as an expert and not as an arbitrator and shall act fairly and impartially;
 - 9.6.2 the Expert's determination shall (in the absence of a material failure by either party to follow the agreed procedures) be final and binding on the parties;
 - 9.6.3 the Expert shall decide the procedure to be followed in the determination and shall be requested to make their determination within 30 days of their appointment or as soon as reasonably practicable thereafter and the parties shall give reasonable assistance and provide the reasonable documentation that the Expert requires for the purpose of the determination;



- 9.6.4 any amount payable by one party to another as a result of the Expert's determination shall be due and payable within 20 days of the Expert's determination being notified to the parties;
 - 9.6.5 the process shall be conducted in private and shall be confidential; and
 - 9.6.6 the Expert shall determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.
- 9.7 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause 9 then:
- 9.7.1 the parties may agree to discharge the Expert; and
 - 9.7.2 the parties may proceed to appoint a replacement Expert in accordance with this clause 9 which shall apply to the replacement Expert as if they were the first Expert to be appointed.

10. TERMINATION

- 10.1 Sika may, in its sole discretion, immediately terminate the Membership Agreement at any time if:
- 10.1.1 Sika has reasonable cause to doubt the Contractor's financial credibility;
 - 10.1.2 if the Contractor commits any breach of any of the provisions of the Membership Agreement and (in the case of such a breach which is capable of remedy) fails to remedy the same within 7 working days of receiving a written notice from Sika specifying the breach and requiring it to be remedied;
 - 10.1.3 if the Contractor becomes Insolvent (as that term is defined in clause 8 (*Insolvency*)); or
 - 10.1.4 in the event of a Customer proving, to Sika's reasonable satisfaction, that the Contractor's performance so far as it relates to the installation of the Sika Products of a Contract (whether in whole or in part) does not meet the standard Sika would reasonably expect from a Contractor acting in accordance with good industry practice.
- 10.2 Sika may terminate the Membership Agreement at any time on 30 days' notice in writing to the Contractor.
- 10.3 The Contractor may, in its sole discretion, terminate the Membership Agreement at any time:
- 10.3.1 if Sika commits any material breach of any of the provisions of the Membership Agreement and (in the case of such a breach which is capable of remedy) fails to remedy the same within 21 days of receiving a written notice from the Contractor specifying the breach and requiring it to be remedied (or if the breach is not capable of remedy within 21 days, the Sika provides a plan setting out how a further breach will be avoided);
 - 10.3.2 immediately if Sika becomes Insolvent (as that term is defined in clause 8 (*Insolvency*)); or
 - 10.3.3 upon giving 60 days' written notice to Sika.
- 10.4 Immediately upon termination of the Membership Agreement:
- 10.4.1 the Contractor shall cease (directly or indirectly) to use, or otherwise exploit in any way, any trademark, logo or other mark, word or phrase associated with the Programme; and
 - 10.4.2 the Contractor shall return to Sika any documents or other items which record and/or relate to the Contractor's membership of the Programme including, without limitation, any membership certificates and plaques indicating membership of the Programme.



- 10.5 Termination of the Membership Agreement will accordingly end the Contractor's membership of the Programme and status as a Verified Contractor or Certified Contractor (as applicable).
- 10.6 The Contractor shall have no right to compensation as a result of the termination of the Membership Agreement.

11. ASSIGNMENT AND TRANSFER

Membership of the Programme and Verified Contractor or Certified Contractor status (as applicable), is personal to the Contractor. The Contractor will not be entitled to assign or transfer its rights and obligations under the Membership Agreement to any other person whatsoever without the prior written consent of Sika.

12. VARIATION

No variation of the Membership Agreement shall be effective unless made in writing signed by a duly authorised officer of Sika and containing a specific reference to the Membership Agreement being varied.

13. NO PARTNERSHIP

Nothing in the Membership Agreement is intended to nor shall it create a partnership or joint venture between the parties.

14. THIRD PARTY RIGHTS

- 14.1 Except as provided for in clause 14.2, the parties do not intend that any of the terms of the Membership Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 14.2 The Membership Agreement may be enforced by any member of Sika's group to the same extent as if it were a party to the Membership Agreement.

15. GOVERNANCE AND JURISDICTION

The Membership Agreement shall be construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.



APPENDIX

FORM OF THE PRODUCT GUARANTEE OR PERFORMANCE GUARANTEE OR PERFORMANCE PLUS GUARANTEE