



TERMS AND CONDITIONS

Unless otherwise agreed by us in writing the following terms and conditions shall apply to all orders placed with us. Any stipulations or conditions in a customer's order which would conflict with, qualify or negate any of these terms and conditions shall be inapplicable to any order placed with us unless expressly agreed by us in writing when acknowledging the order in question.

1. BASIC CONDITION

Roofing (SE) Ltd (Contractor) shall provide all labour, materials and equipment necessary for carrying out the Contract, however, when electricity or water supply is required, it is assumed the reasonable use of site services, including toilet facilities, will be allowed at no cost to the Contractor.

2. STATUTORY REQUIREMENTS

It is the responsibility of the customer to obtain any planning permission and or approval of the said works under any regulations or by-law of any local statutory authority. In addition, the Contractor can not be held liable for failures in roof systems due to poor structural design, or inherent faults within the building, or its services, or abnormal atmosphere conditions, unless these are brought to the Contractor's attention, in writing before commencement of the Contract. This includes loss of time, attendance etc. by customer on any defects or disputes.

3. DELAYS

The Contractor shall not be held responsible for delays caused by any strike, lock out, fire or flood, or by inclement weather, or by default of suppliers in late or incorrect delivery of materials etc or by any other circumstances beyond the contractors control or for any loss as the result thereof.

4. TECHNICAL INFORMATION

The technical information quoted for the materials supplied is based upon the information generally available and is distributed by the manufacturer of the products named and the Contractor can not warrant the accuracy of the said information. The Contractors surveyor has made the specification as comprehensive as the available access will allow. We have not removed any material or taken core samples and therefore can not be held liable for the condition of the substructure.

5. MATERIALS

All materials are brought onto the site to be fixed by us are to remain our property until we receive payment in full.

6. REUSE OF MATERIAL

Where existing materials are for any reason required to be temporarily removed and set aside for reuse, every reasonable care will be taken during the course of the work but the Contractor shall not be held responsible for any breakage's which will be replaced and charged as an addition to the final account. Although every reasonable care will be taken during inclement weather to prevent damage by rainwater, wind etc. the Contractor shall not be held responsible for any loss or damage caused directly or indirectly thereby.

7. CONSEQUENTIAL DAMAGE

(a) Although every effort will be made to supply materials of the type specified and a high standard of workmanship, the Contractor shall not be held responsible for consequential damage however rising in connection with the execution of the contract work. In particular due to the nature thereof it is impossible to guarantee that the Customer's premises will at all times be kept wind free and watertight, although any period during which the customers property is exposed to the elements shall be kept to the shortest possible. (Until all works are completed).

(b) Consequential damage shall include damage caused to the roads or driveways forming part of the customers premises or any third parties premises and damage to any goods, vehicles, stock or any other articles whatsoever belonging to the customer or any other third party which are situated on the customers premises or any neighbouring or adjoining premises, whether such damage is caused by carriage or storing of materials or vibrations or ingress of water or falling materials in anyway whatsoever.

(c) As and when requested it shall be the responsibility of the customer to ensure the removal of the vehicles, goods or articles away from the area in which the Contractor is carrying out the Contract work and to take all necessary steps to protect same and the Contractor shall not be held responsible for the failure of the customer to do so.

(d) Please contact your satellite provider before commencement of works as scaffolding can affect your signal. Roofing (SE) Ltd cannot be held responsible for any satellite or aerial installations erected in or outside your property, although all due care and attention will be taken when carrying out works.

8. STORM DAMAGE

Although every reasonable care will be taken during inclement weather to prevent damage by rainwater, wind etc. the Contractor shall not be held responsible for any loss or damage caused directly or indirectly thereby.

9. VARIATIONS

The Contractor reserves the right to vary the specification set out overleaf by substitution of more suitable methods and/or materials (whether or not of a similar nature) to not less than the quoted contract value should it become apparent during execution of the work that such alteration would be expedient and in the interest of the Customer in achieving the general objectives of the contract. When additional work not covered by this quotation is required to be carried out a further quotation will be submitted for acceptance by the Customer before any such work is commenced.

10. INSURANCE

The Contractor and Customer shall affect and keep in force during all material times policies of insurance of adequate against their respective liabilities under statutes for the time being in force in respect of injuries to persons and at common law of injuries to persons or properties arising out of and in the course of execution of the Contract and/or arising out of and in the course if the employment of any workmen employed by either of them.

11. CONTRACT WORKS INSURANCE

The existing structures together with the contents thereof owned by the Customer for which he is responsible and the works and all unfixed materials and goods, delivered to, placed on or adjacent to the works and intended therefore shall be the sole risk of the Customer and the Customer shall maintain adequate insurance against all risks.

12. TERMS OF PAYMENT

(a) Immediate payment is due on full completion of the work unless stated to the contrary in writing by the Contractor. The Contractor reserves the right to claim interim payments as the work proceeds, retention by the Customer of any money due to the Contractor shall invalidate any guarantee which would otherwise apply. Immediate means within 7 days of our invoice date.

(b) We reserve the right to refuse to execute any guarantee or other part of contract if the arrangements for payment or the Customer's credit are not satisfactory to us. In the case of non-payment of any account, in the case of death, bankruptcy or insolvency of the Customer or when the Customer is a limited company sums due to us from the Customer for hire of scaffolding or plant or on any other account shall immediately become due and payable from the Customer to us. In addition we have the right to cancel every contract made with the Customer or to cancel or suspend or continue delivery of goods and materials and/or the execution of works and/or the hire of scaffolding or plant at our option, without prejudice to our right to recover any loss sustained.

(c) The property in any unfixed materials forming part of the contract shall remain with the Contractor until such time as the Contract has been completed and final payment made by the Customer, as is with the guarantees, these will be voided until such payment is received.

13. INTEREST ON OVERDUE ACCOUNTS

We reserve the right to charge interest at the rate of 8% per annum on any amounts not paid on the due date until that payment in full has been received by us. In the event of nonpayment all claims will be dealt with through the local courts.

14. CANCELLATION

Cancellation of all or part of orders already accepted by the Contractor will be accepted within a 7 day cooling off period from the date of the order being placed, providing a start date has not been issued and received. Any cancellation after this date may result in associated charges and consequently will be forwarded onto the Customer, this is completely at the discretion of the Contractor.

15. COMPLAINTS

After any previous water ingress before any works are carried out by Roofing (SE) Ltd, we must advise you that any damage caused will take approx. 25mm per month to dry out and internal paperwork's, plaster etc. will become visibly worse as decoration dries. If we visit site on any complaint after works are complete, we reserve the right to charge a standard amount of £150.00, if found not to be Roofing (SE) Ltd works.

16. PAYMENTS

We do not accept back to back payments unless agreed in written form before works commence.