

TERMS & CONDITIONS



INTRODUCTION

These Terms and Conditions ('Our Terms' or 'These Terms') together with our Quotation forms our agreement with you to provide Roofing and/or Property Maintenance Services ('Our Agreement'). It is an important document and should be read carefully. If you are unsure of any part of these Terms you must contact us for clarification before we begin work for you.

ABOUT US

Ash Roofing (NW) Ltd a limited company registered in England and Wales with company number: Ash Roofing (NW) Ltd. Our registered office is:

4 Ormerod St, Rossendale, BB4 8EB.

1. COMMUNICATING WITH YOU AND BUSINESS HOURS

We use email for written communication. You consent to us corresponding with you by email and relying upon communications coming from your email account, unless you tell us otherwise in writing. We require written confirmation that you wish to accept the Quotation and proceed with the outlined Services.

The work start date will be a mutually convenient date agreed upon by us. The work start date may be altered in the event of delays such as weather, changes to the Services, or any other cause beyond our control.

We will complete the contract within a reasonable time. Any estimated completion dates are supplied for guidance only. We will notify you of approximate dates of services that are provided to us by external companies, for example: erection and dismantle of scaffolding, delivery and collection of welfare facilities, delivery and collection of waste services, and delivery of materials.

These dates are supplied for guidance only. Unless agreed otherwise, we will provide the Services on normal working days and start work no earlier than 07:30 and finish no later than 6pm. A normal working day for us means Monday to Friday, excluding Bank holidays or any other National holidays.

2. OUR SERVICE

We will:

- Ensure that we have suitable and valid insurance including public liability insurance.
- Provide the Services using reasonable care and skill, and in compliance with commonly accepted practices, standards, specifications, laws, regulations, and relevant codes of practice within the Roofing Industry at the time that we carry out the Services.
- Provide the Services in accordance with the accepted Quotation and these Terms.
- Notify you immediately if any changes must be made to the Services or how they are provided. We will keep any such changes to a minimum
- Ensure that scaffolding and ladders are subject to current regulations and the construction of the scaffolding will be carried out by a competent subcontractor
- Correctly dispose of all waste that results from providing the Services.

3. YOUR RESPONSIBILITIES

You agree to:

- Comply with these terms.
- Pay all our invoices and other charges in accordance with these Terms.
- Obtain any permissions, consents, licences or otherwise that we need before we begin the Services and give us access to any relevant information, materials, properties, and any other matters which we need to provide the Services.
- Ensure that appropriate consent is obtained from neighbours or other third parties if our work may or will involve entering onto land of neighbours or third parties or in any way interfering with their rights.
- Ensure that any tenants are made aware of our work and the necessary responsibilities covered within these Terms.
- Ensure you notify your insurers that our Services are due to be carried out.
- Obtain our agreement if other contractors are to be working at the property during the time that we are providing the Services.
- Ensure adequate and safe access for us at the agreed times for us to provide the Services.
- Comply with any of our instructions with regards safety.

- Not have access or to allow any third party to have access to scaffolding/mechanical hoisting erected by us. We cannot be held responsible for accidents or injury to any persons through the unauthorised use of or alterations to the scaffolding and hoisting facility, unless caused by our failure to comply with health and safety requirements.
- Treat the works area as strictly off-limits for the duration of the Services including limiting traffic of pedestrians around the works area; and prohibiting the movement of young children and animals around the works area.
- Ensure we have access to electricity supply, water supply and toilet facilities where required.
- Providing safe and adequate storage for materials once delivered to the property.
- Remove or protect any items of value (either monetary or otherwise), decorations, furniture, sensitive equipment, stored articles, and possessions below the areas that we are working before work start to minimise risk of any damage or loss.
- Arrange for the removal and replacement of any existing installations such as television aerials, satellite dishes, burglar alarms, CCTV, and the like where necessary before commencement of the services.
- Following any works to chimney stack or flues, you must arrange for a registered Gas Safe engineer to carry out a gas safety check. You must not use any fires, boilers or heaters until the check has been conducted.

We cannot be held liable for any delay or failure to provide the Services if this is caused by your failure to comply with your Responsibilities.

4. PAYMENT

You are liable to pay our invoices as outlined in our Quotation and these Terms.

The cost of our Services is subject to VAT.

On acceptance of the Quotation, we will send a booking deposit invoice of 40% of the total cost of the Quotation. This non-refundable deposit is due on receipt and is required to confirm a works start date.

When the total cost of the Services is over £15,000.00, we will require payments by instalments. We will inform you of the payment schedule upon acceptance of the Quotation.

We will send the final invoice when the provision of the Services outlined in the Quotation is complete. Final invoices will show the deducted deposit and instalment/s and must be paid on satisfactory completion of work.

We will charge interest on unpaid invoices. Interest will be charged on a daily basis.

If you do not pay our invoices, we reserve the right to cease further work for you.

Details of our payment methods can be found on your Quotation.

5. QUOTATION

The Quotation will be supplied in writing to you and give the total cost and a detailed description of the Services to be provided. The Quotation will remain valid and open for 30 days. After this time the quotation may require amendment.

It is your responsibility to ensure that you have read, reviewed, and understood the Quotation and confirmed that it meets your requirements before confirming acceptance.

The total cost to you may be revised in the following circumstances:

- You instructs us to carry out additional Services which were not originally in the Quotation. In this situation, we will provide an updated Quotation.
- If further Services are required that were not anticipated when the original Quotation was prepared. In this situation, we will provide a written explanation with photographic evidence.
- If the prices of Materials or Services increase during the period between your acceptance of the Quotation and the work start date. We shall inform you of such increase and of any difference in the total cost. The option to cancel is available should you choose to do so.

Unless stated in the Quotation, we have made no allowance for:

- Replacement, repairs, alteration, treatment, or strengthening of any structural elements, timbers, or joists, which were not reasonably apparent at the time of the quotation.
- Replacement, repairs or alteration of the existing structure or substrate, improvement of drainage, water runoff, or other improvements to the customer's property that were not reasonably apparent at the time of the quotation.
- Any internal finishes.

If measurements have been supplied by you for the purposes of giving a Quotation, then we shall have the right to alter the Quotation if the measurements are incorrect.

If you would like to amend any details of the Services, you must inform us in writing as soon as possible. We will send an updated Quotation with the required changes and any additional costs.

6. MATERIALS

Materials supplied by us will remain our property until paid for in full.

We reserve the right to offer substitutions when supplying the Services. The substitutions will not be inferior to those described in the Quotation.

Any samples provided to you, are samples to show substance and general character. We cannot guarantee that the products supplied will be exactly equal in colour, size, thickness, or shape. We have no responsibility if materials supplied do not exactly equate with samples previously supplied.

Salvage Materials, including scrap lead, slates, ridge tiles and general roofing materials, stripped or removed whilst providing the Services shall become our property. This will be allowed for in the Quotation.

This Agreement gives no warranty for Materials supplied by you.

7. MISCELLANEOUS

We reserve the right to display sign boards at the property advertising the name of our Company.

8. SURVEYS

We provide free survey and Quotations, except for in the following circumstances:

- Insurance quotations
- For properties on the market including for sale, sold subject to contract, etc.

The price of chargeable surveys and quotations start from £100.00+VAT.

9. DAMAGE

We will use all due care and attention when working above existing ceilings, but no responsibility will be taken where damage is caused to ceilings or internal finishes unless it can be proven that we executed the works without due diligence.

We shall not be responsible for any damage or consequential damage to the property or contents caused by movement or vibration to ceilings, soffits, and areas where internal finishes are fixed to structural members or timbers supporting our work.

We do not accept responsibility for any deterioration or damage to ceilings, walls, gutters or building fabric which are found to be defective before or during commencement of the Services.

Whilst providing the Services, dust and debris will inevitably fall into the roof space beneath. We cannot be held liable for any soiling of items that occasionally can occur under the circumstances.

Whilst providing the Services, we will attempt to ensure that the Property will remain watertight. From the very nature of the work involved it is not possible under severe or sudden adverse weather conditions to guarantee the exclusion of water through a temporarily open roof or an overnight seal. §We cannot be held liable for any damage caused to any areas over which the Company is required to work such as lower roofs and additions, garden plants, shrubs, ornaments, and the like unless caused by our negligence.

We reserve the right to request you to remove or have removed at your expense areas of sheeting or glazing and to remove or otherwise protect anything as may be necessary to facilitate the erection of scaffolding or the safe progress of the works.

If items are left in areas where work is taking place this is done so at the Customers own risk and no liability for damage caused shall be taken by the Company unless the damage is caused by our negligence.

10. FLAT ROOFING

Unless we have detailed in the quotation that the works involve building a timber frame to increase the pitch of the roof then we cannot guarantee the flat roof will not hold any water after completion of works.

No responsibility for ponding of water on flat roofs will be taken following re-roofing on refurbishment projects or new works where the roof structure was completed by others.

11. BRICKWORK

A wall or chimney flashing is only as good as the brickwork above it, and we may advise further waterproofing and re-pointing work to be carried out in the event of persistent leaks.

We accept no responsibility for water ingress through brickwork on chimney or abutment unless an appropriate lead tray or cavity tray has been installed.

12. LIABILITY AND INDEMNITY

You agree to the limits on our liability set out in these Terms and that these are reasonable in all the circumstances.

For the avoidance of doubt, nothing in these Terms seeks to exclude or limit our liability in respect of our liabilities which cannot lawfully be excluded or limited, such as in respect of death or personal injury. The following terms should therefore be read subject to this.

We will not be liable for any special, indirect, or consequential loss or damage of any kind (whether foreseeable or known or not) including loss of profit, revenue, income, business, opportunity, goodwill or similar economic loss or damage.

We shall not be liable to you for any loss or damage arising because of 'force majeure' (that is, if we are unable to perform any of our services because of a cause beyond our reasonable control).

We will not be liable for any services or product provided by any third party even if instructed by us on your behalf or utilised by us in the provision of our services to you.

We will not be liable to anyone who is not our client in respect of professional negligence.

These Terms confer no rights on any third parties. The Contracts (Rights of Third Parties) Act 1999 shall not apply.

13. CANCELLATION

You may cancel this Agreement if you wish to do so, by telling us in writing via email to: ashroofingltd@gmail.com

You have 14 days to inform us of your wish to cancel. The period of 14 days begins from the date you accept the Quotation.

You may agree for work to commence before the expiry of the 14-day cooling-off period by confirming in writing that you agree to waive your cancellation rights. Should you then decide to cancel within 14 days, payment will be due for all work carried out before cancellation.

14. COMPLAINTS

We hope that you are happy with the service we provide. However, if at any stage, you have concerns or wish to make a complaint please tell the Site Supervisor handling your project straight away about the nature of your concern. If you do not feel comfortable speaking with the Site Supervisor, then you can contact us directly by email at ashroofingltd@gmail.com.

If the Site Supervisor cannot promptly resolve your concerns, then it will be dealt with as a formal complaint under our Complaints Policy. Our full Complaints Policy available upon request.

15. GUARANTEE

The length of the guarantee is as stated in the quotation.

Any manufacturer's guarantees will be made available to the Customer.

We do not offer any guarantees for repair work.

The guarantee does not take effect until full payment has been received.

This does not affect the customers' rights to remedy under the Consumer Rights Act 2015.

The guarantee commences on the date of completion of the Services as outlined in the Quotation. The Company undertakes to repair, free of charge, any workmanship defects reported to it within the guarantee period.

In the event of a claim under the guarantee, proof of purchase must be produced by the Customer. The guarantee is conditional on the following:

- The Customer taking all reasonable measures to maintain the roof in a serviceable condition; following any recommendations or instructions provided to the Customer in this regard.
- The Customer advising the Company in writing of any leaks arising in the roof within 2 days of discovery.
- The Customer providing the Company with reasonable access to the roof, within business hours.
- The Customer has settled, in full, all invoices relating to the installation.

The guarantee is subject to the following exclusions:

- Damage due to subsistence is excluded.
- Damage due to vandalism or tampering is excluded.
- Damage to any part of the Property, other than the installation itself, is excluded.
- Inherent faulty design

- Extreme weather
- Subsequent alteration or modification to the new roof and supporting structure
- Aerials and satellites
- Traffic across the roof
- Or other conditions beyond the control of the Company.

16. GDPR AND USE OF PERSONAL INFORMATION

We will collect information about individual clients and organisation clients' staff and keep this on our computers, in our email and in cloud storage. The main reasons for this are to:

- Deliver the services we have agreed in contract to provide to you.
- Comply with the law

We will not share your information with third parties unless this is required to deliver the service that we have agreed in contract to provide to you. For example, to provide you with a Building Regulations Compliance Certificate, Insurance Backed Guarantee and/or Manufacturer Guarantees.

Our contact details are set out in all our correspondence and the contact details can also be found on our website if you wish to exercise one of your data protection rights and in particular if you:

- Wish to complain about how your personal data is being used;
- Wish to request that our records about your personal information be corrected or deleted.

If you are not satisfied with our response or believe we are not processing your personal data in accordance with the law, you can complain to the Information Commissioner's Office.

17. SEVERANCE

If any provision or provisions of our Agreement including these Terms is/are found to be unlawful, void or otherwise unenforceable then it is agreed that the remainder of our Agreement including these Terms shall remain valid and enforceable.

18. LAW AND JURISDICTION

Our agreement, including these Terms, shall be governed by, and construed in accordance with the law of England and Wales. It is agreed that the Courts of England and Wales shall have exclusive jurisdiction over any dispute or controversy arising from our agreement and these Terms.

19. AGREEMENT

Unless otherwise agreed, these terms of services apply. Your acceptance of our Quotation will be deemed to constitute your acceptance of these terms and conditions of services. Unless otherwise agreed in writing to the contrary, the advice provided and the work carried out by us in relation to any matter is intended to be relied on only by you and no other person, and we accept no liability to third parties.