

Terms & Conditions

ORDERS ARE ACCEPTED SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

Application and entire agreement

1. These Terms and Conditions apply to the provision of the services detailed in our quotation (services) by Pro-trust roofing ltd a company registered in England and Wales under number 10009174 whose registered office is at 11 Carisbrooke gardens, West Midlands , Wv10 8ad (we or to us) the person buying the services (**you**)
2. You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotation (**the contract**) are the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Interpretation

4. A "business day" means any day other than a Saturday, Sunday or bank holiday in England and Wales.
5. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
6. Words imparting the singular number shall include the plural and vice-versa

Fees, Deposit

7. The prices and rates stated in this estimate are exclusive of Value Added Tax. In addition to the interim and final amount payable to the Company, the Customer shall be liable to pay such further amounts as equal to the VAT properly chargeable by H. M. Customs & Excise under the law on VAT in respect of the supply by the Company to the Customer of the goods and services included in this estimate and on any variations thereof.
8. If a deposit is requested payment will be made during the course of the Contract to the value of the work completed at that time together with the value of materials delivered to site or properly held in stock for the Contract at the merchanting division of the Company. The first interim payment amounting to one third of the value of the estimate becomes due for payment on delivery of materials and plant to site. On completion of the Contract a detailed account application will be submitted showing the total value of the Works and all interim applications made and payments received.

9. You must pay a deposit ("Deposit") as detailed in the quotation within 1 day of acceptance.
10. If you do not pay the Deposit to us according to the clause above, we can either withhold provision of the Services until the Deposit is received or can terminate under the clause below (Termination).
11. The Deposit is non-refundable unless we fail to provide the Services and are at fault for such failure (where the failure is not our fault, no refund will be made).

Cancellation and amendment

12. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 14 days from the date of the quotation, (unless the quotation has been withdrawn).
13. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation within 14 days cooling off period.
14. If you want to amend any details of the Services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.
15. If, due to circumstances beyond our control, including those set out in the clause below (**Circumstances beyond a party's control**), we have to make any changes in the services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

Payment

16. We will invoice you for payment of the Fees either:
- a. when we have completed the Services; or
 - b. on the invoice dates set out in the quotation.
17. You must pay the Fees due within 14 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us.
18. Time for payment shall be of the essence of the Contract.
19. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 2% per month from time to time on the amount outstanding until payment is received in full.
20. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit,
21. Set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
22. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you.

23. Receipts for payment will be issued by us only at your request.
24. All payments must be made in British Pounds unless otherwise agreed in writing between us.
25. Custody and for all loss or damage until the contract is completed. All surplus materials are the Company's property and will be removed from site on completion.
26. The Customer shall not assign the contractual rights and obligations without written consent of the Company, who also reserved the right to subcontract sections of the Works as may be necessary.
27. The Company reserve the right to refuse to accept cancellation of an order where they have placed specific orders for materials or services required.
28. The words "Provisional" where used in this estimate indicate the amount included therein to budget for a specific item of work and this estimate is subject to adjustment by substituting for the provisional amount the value of the work carried out as notified by the Company to the Customer or at Daywork rates plus percentage additions quoted by the Company.
29. The value of any variations to the work included in this estimate ordered by the Customer either verbally or in writing or confirmed by the Company, whether by addition, omission or substitution of any work shall be added to or deducted from the prices stated otherwise stated in the estimate. No contra charges or claims will be accepted unless agreed by us in writing.

Intellectual property

30. We reserve all copyright in all specification descriptions, quantities, prices, rates, drawings, designs, catalogue and other literary works described in this estimate vest in and remain the property of the Company and the Customer is not entitled himself or to authorise any person or firm to reproduce all or any part.

Liability and indemnity

31. Whilst every effort is made to be accurate the Company cannot be held liable for any technical information or advice given at any time, nor for any design responsibility, unless the Customer shall have informed the Company in writing that they are relying on their skill and judgement, and that the Company have accepted such stipulation in writing.

32. The Company are fully insured against accidental damage to property and injury to persons. Irrespective of those insurances the existing structures together with the contents thereof owned or controlled by the Customer or for which the Customer is responsible, and the Works together with all unfixed materials, goods and items delivered thereto, placed on or adjacent to the Works and intended therefore (except plant, tools and equipment) shall be at the sole risk of the Customer as regards loss or damage by theft, fire, lightning, explosion, storm, tempest, flood, bursting or overflowing tanks, apparatus or pipes, earthquake, aircraft and any other aerial devices or articles dropped therefrom, riot and civil commotion.

33. The Customer shall maintain adequate insurance against such risks and shall send a copy of this estimate, together with the conditions thereon to his insurers as advice that building works are being carried out on his property and shall make available such evidence of insurance to the insurance brokers of the Company.

34. The Company cannot be held responsible for any damage caused by the movement or vibration to ceilings or soffits and to areas where internal finishes are fixed to structural members or timbers

supporting our work. The Company do not accept responsibility for any deterioration or damage to rainwater gutters and pipes which are already defective.

35. Furthermore during the removal of any roof inevitably dust and debris will fall into the loft space beneath. The Customer is responsible for removing or protecting stored articles and possessions prior to commencement of the Works as we cannot be held responsible for the soiling which occasionally can occur under such circumstances.

36. During the course of roofing works the Company will use its best endeavours to ensure that the building will be kept watertight, however, 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 roof which is temporarily open or an over night seal.

37. Customers are, advised to make provision for protecting decorations and furniture and to remove any sensitive equipment which is likely to be exposed to possible water penetration in such an area to minimise any possible damage.

38. The Company cannot accept liability for any consequential loss arising from failure to take these precautions.

39. Whilst reasonable precautions will be taken the Company cannot be held responsible for any damage caused to lower roofs, and additions over which we are required to work, nor for any damage to garden plants, shrubs, ornaments and the like.

40. The Company reserve the right to request the Customer to remove or have removed at their own 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 work.

41. Scaffolding and mechanical hoisting facility to be erected including the obtaining of all necessary statutory and bye-law consents under the regulations in accordance with the Health and Safety Regulations and Public Highway Regulations.

42. The Company cannot be held responsible for accidents or injury to any persons through the unauthorised use of or alterations to the scaffolding and hoisting facility.

Your Obligations

43. Power and fresh water supply to be made available if necessary free of charge for the use of power tools etc and for the mixing of building materials or for any other purposes to execute and complete the Works.

44. The dates agreed for commencement and completion are subject to alteration in the event of delays occurring through inclement weather, strikes or lockouts affecting the Building Industry, additions or variations to the Works described in this estimate or any causes beyond the control of the Company and such extension of time as may be reasonably allowed shall be without penalty.

45. All estimates are subject to materials and labour being available when required. Time shall not be essence of any contract with a Customer, and any delivery or completion dates are estimates given for information only and the Company will not be bound by such.

46. Unless stated otherwise, this estimate does not include the cost of provision by the Customer of adequate shelter and protection, sanitary convenience or mess room facilities required under the
47. Health and Safety at Works Acts. Where these facilities cannot be made available by the

Customer he shall notify the Company accordingly, and the Company may amend their prices stated in this estimate to take account of providing these facilities themselves.

48. Under the same Acts the Customer is required to provide a safe place of working and that necessary and proper insurances are in place, and should this be found not to be the case the Company reserve the right to suspend work and be granted an extension of time and additional costs whilst the place of work is made safe.

49. The Customer is responsible for providing adequate and safe storage for materials adjacent to the working areas and for safe custody of materials until fixed.

50. Once our materials have been fully and finally fixed the Customer is responsible for protection and the cost of any damage or replacement caused by circumstances beyond the control of the Company.

51. Where a driveway or other hardstanding area exists this is to be made available by the Customer for the parking of a skip waste container. Materials and goods will be delivered by us on public or private roads which we assume to be adequate to receive the load unless informed by the Customer in writing to the contrary.

Sub-contracting and assignment

52. Where the acceptance of this estimate results in a Sub Contract order to the Company from a main Contractor then these terms and conditions will form part of that Sub-Contract order.

53. No other terms and conditions expressed or implied by the Main Contractor will be accepted unless so agreed to in writing by the Company.

54. In the event of the Main Contract being the JCT Form issued by the Joint Contracts Tribunal the Company will accept a Sub-Contract order in the form of Domestic Sub-Contract DOM/1 approved by the Building Employers Confederation and the Federation of Associations of Specialist Sub-Contractors unamended without insertion of onerous conditions and embodying the terms and conditions of this estimate so far as they apply, and which will take priority In the event of inconsistency.

Termination

55. We can terminate the provision of the Services immediately if you:

- a.** commit a material breach of your obligations under these Terms and Conditions; or
- b.** fail to make pay any amount due under the Contract on the due date for payment; or
- c.** are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
- d.** enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
- e.** convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint

an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of schedule b1 of the insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

No Waiver

56. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

Severance

57. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Law and Jurisdiction

58. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

GUARANTEE

1. Should any defects due to faulty workmanship on a new tiled or slated roof with associated lead work or metalwork within 10 years, or within 10 years in the case of a new felt roof or 20 years on Firestone rubber roof, such defects will be made good by the Company free of charge. In the event of a claim under the Guarantee, the original estimate together with the receipted final invoice must be produced as evidence by the Customer.

2. All materials used will be in accordance with current British Standard Specifications where applicable and the benefit of any special manufacturer's guarantees will be made available to the Customer.

3. The above guarantee expressly excludes defects caused by building movement, 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.

4. The guarantee does not take effect until full and final payment has been received including the VAT thereon, and commences from the date of the presentation of the final account.