

LONDON ROOFING LTD

TRUSTED • RELIABLE • RESPECTED



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GENERAL TERMS OF CONTRACT & SALE

Definitions:

'The Company' shall mean London Roofing Ltd.

'The Customer' shall mean the signatory (ies) to this contract.

'The Services' shall mean all works undertaken by the Company for the Customer.

'Contract Price' shall mean the price as quoted by the Company and agreed by the Customer together with the price of all additional work carried out by the Company as instructed by the Customer.

'The Installation' shall mean all goods and services supplied by the Company to the Customer.

'Variation' shall mean goods and services supplied by the Company wholly or partly or in addition to those quoted and agreed as stated overleaf.

'Extras' shall mean additional goods and services supplied by the Company at the request of the Customer.

'Completion' shall mean when the installation has been finished.

'Ponding' shall mean the accumulation of surface water upon the installation.

'Estimate' shall mean appropriate judgement of value of cost of works and duration of Contract.

The Customer acknowledges that the Company is not engaged to provide consultancy services to diagnose and prescribe remedies to problems of building structure and design.

1. This Contract shall constitute the whole agreement between the Company and the Customer. Variations or amendments shall only be binding in writing and signed by an authorised representative of the Company.

2. The Company hereby agrees to provide the goods and services stated overleaf at the contract price. Should the Company find during the execution of work that the contract cannot be properly undertaken due to the state or condition of the Customer's property then the Company shall have the right to terminate the agreement with immediate effect on terms that the Customer shall be liable to pay the Company the cost of the Goods and Services already supplied by the Company at the contract rate including Variations and Extras unless the Company and the Customer shall agree any Variations that in the opinion of the Company, shall be required to enable them to properly perform the contract. The price of such Variations and any Extras shall be agreed in writing between the Customer and the Company.

3. The Customer shall permit the Company, its Servants or Agents such access to the property that the Company reasonably requests for the purpose of surveying, installing and inspecting the works and shall also provide free of charge to the Company during the installation a storage area for the Company's materials as well as 110/240 volt electric power and water. Furthermore, the Customer will not interfere with the work of the Company, its Servants or Agents during the installation period. If the Customer fails to permit the Company sufficient access for the Company to complete its contractual obligations the Company shall be entitled to treat the Contract as repudiated and shall be entitled to receive from the customer the contract price.

4. The Company shall use its reasonable endeavours to adhere to any delivery and installation period quoted insofar as it is able but time shall not be of the essence and the Company shall not be responsible for any loss or damage sustained by the Customer by reason of any estimated delivery installation or completion or other date quoted not being adhered to.

5. The Company shall not be liable in respect of any loss damage or delay which may be caused by factors outside the control of the Company such as adverse weather conditions prior to or during the installation or sickness or injury to

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REG. NO: 3527684

the Company's workforce or factors that could not have been reasonably foreseen by the Company at the time of entering in the Contract.

6. During installation the Company will use its reasonable endeavours to keep the Customer's building and possession in a weatherproof state but by reason of the nature of the work undertaken by the Company, the Company cannot take responsibility for damage to the Customer's building or possessions by ingress of water or wind unless a temporary roof is installed at the Customer's expense. It is the Customer's responsibility to protect the contents of his property which may be underneath or in the vicinity of the installation during the course of the installation.

7. The Customer acknowledges that small cracks or loose plaster necessitating re decoration may occur in any ceiling immediately below any roof installation and the Company shall not be responsible for the cost of re decoration.

8. Deposits are to be paid to the Company where requested by the Company no later than seven days prior to the commencement of the works. On completion of the installation the Customer shall pay the Contract price, less any deposits already paid, within fourteen days of completion. The invoice shall also contain the price of any agreed Variations and/or Extras. For the avoidance of doubt the Customer shall not be entitled to refuse payment of the invoice of the main contract only on the ground that he disputes the invoice for any of the Variations or Extras. The Customer shall pay contractual interest at the rate of 8% above the NatWest base rate per month from time to time on the monies due in respect of invoices delivered by the Company to the Customer from seven days after posting.

9. Value Added Tax at the appropriate rate shall be payable on all monies due from the Customer to the Company pursuant to this Contract.

10. Upon payment of all monies due from the Customer to the Company under this Contract the Company will, within fourteen days, issue its guarantee (where applicable). The Customer acknowledges that any insurance backed guarantees will be issued directly by the insurance company within their own time scale and that the Company has no influence regarding this matter. For the avoidance of doubt this guarantee shall not be formally binding upon the Company until all monies due to the Company have been received by the Company.

11. London Roofing will provide a 10-year guarantee on all renew works but are unable to provide guarantees for any repair works carried out. If a leak/any water ingress occurs after repairs have been carried out, there will be a cost to carry out any further works at the property. If any specialist access equipment was used when initially repairing the roof, for example scaffolds/aluminium towers, then the customer will also be charged for this.

12. All London Roofing Ltd Guarantees are subject to an annual inspection and are to be signed off. An annual fee will be applied to the inspection & agreed by the Customer, prior to the inspection works. All Guarantees will be void if this inspection is not carried out. The guarantee covers the works carried out and does not allow for any specialist access equipment, such as scaffolding, hoists, cherry pickers, cranes etc., which are the responsibility of the customer. London Roofing has use of drones, a drone will be used to carry out the inspection if there is no safe access to the roof without specialist equipment, a drone would only be used if it is safe to do so and if it complies with local aviation laws. If another contractor adds, alters or works on the roof that is under a London Roofing Ltd guarantee the guarantee will be void.

13. The Company shall have the right to suspend work immediately and without prior notice in the event that any sum due by the Customer to the Company shall be outstanding and unpaid on the due date until such time as the sums in question are paid. The Company shall not be liable for any loss or damage incurred or suffered by the Customer shall indemnify the Company in respect of all losses and costs which the Company may suffer or incur as the result of such suspension.

14. The materials supplied to any contract shall remain the property of the Contractor until the Customer has paid the Contract Price in full.

15. The Customer is responsible for obtaining all necessary permissions and approvals prior to the carrying out of the works. If The Customer requests for London Roofing Ltd to obtain the license for scaffolding to be erected prior to works commencing, then The Company will charge an admin fee for this service which will be agreed with the Customer on acceptance of the works.

16. The Customer will provide full invoicing details on the acceptance of the Estimate, so not to delay payment. Please provide Purchase Order numbers if necessary.

17. The Company is unable to take Credit Card payments. Online BACS payments and cheques are accepted.

TERMS & CONDITIONS OF SALE

1. London Roofing Ltd have not included for the redesign of any falls in the roof levels. The new membrane system will be installed onto the existing constructed joist levels. Any water that may be retained on the finished roof surface will not affect the terms of the issued guarantee and London Roofing Ltd will not be held liable for any claims or withholding of monies as a result of any such occurrences.
2. The client, prior to commencement of any works, must specifically instruct for the reconstruction of any roof falls if this is a clients' requirement of the proposed works.
3. The removal of debris, if quoted, will include for all existing materials removed from the quoted works area. This will not include client's own private rubbish or waste, nor will it include the removal of any dust deposits to the surrounding area as a result of the works.
4. If the works are to be accompanied with a guarantee, no such guarantee will be issued until receipt of full payment for the works is received.
5. In the event of a guarantee being issued without payment being received, any such guarantee will be void and invalid until said payment is received.
6. The goods used during the works will remain the sole property of London Roofing Ltd. until receipt of full payment of the invoiced works.
7. During the works, some debris may be deposited to the area below. Any items that require protection should either be removed or protected by the client prior to commencement of the works.
8. Any works that involve access or works in association with neighbouring properties should have permission granted between the said neighbours and the client. Any such permission is deemed to have been granted prior to commencement of the works.
9. Any damage caused to ceilings, plasterboard, plaster, artex or any such materials as a result of any re-roofing works will not be the liability of London Roofing Ltd to make good.
10. The client must carry out any asbestos checks, if required, before any works by London Roofing Ltd are undertaken.
11. In the event of exposing bats or similar wildlife within the fabric of the building during the works, and if such exposure results in the cessation of works, delays or additional works being required, such costs must be paid for by the client.

Building Regulations Part L1B

Terms & Condition of Sale

1. In the event you accept our quotation you are deemed to have sought the appropriate Permissions and Approvals. Failing that, you are advised that you should seek approval for these works from your Local Area Building Control prior to commencement, thus, to ensure your existing roof insulation conforms to the required value in the Building Regulations. We have not allowed to obtain any planning permission, building control, local authority permissions or approval, or make any free payments and incurred costs.
2. Due to recent changes in the Building Regulations Part L1B, which relates to thermal insulation of existing domestic properties, we are obliged to inform you that householders are responsible for applying to their Local Area Building Control department, prior to any roofing works commences, to confirm that the roof insulation conforms to the current Building Regulations.