

## Terms & Conditions

### ORDERS ARE ACCEPTED SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

1. No quotation or estimate given by us (Ridge & Gable Roofing, thereafter referred to as the Company) constitutes an offer but is an invitation to treat, and is subject to the Company's right to withdraw or amend it without notice. All orders based on this quotation are subject to acceptance in writing and no works will commence without a written order accepted by ourselves. Unless stated to the contrary this estimate has been based on material, labour, plant and equipment prices at the date of estimate, any subsequent increases in these costs will be charged. This quotation is open for acceptance for a period of 3 months from the date of tender unless an extension is specifically agreed by ourselves.
2. Requests for payment in the form of interim applications 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 merchandising 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. In all cases payment becomes due within 14 days of application including the VAT for which receipted invoices will be sent. In the unfortunate event of payment not being made by the due date, the Company reserve the right, after serving on the Customer a 7 day recorded notice, to suspend work on site until payment is received. Thereafter the Customer will be liable for additional costs and interest.
3. Interest will be charged at 2% per month or part of a month on overdue accounts.
4. No discrepancy in our account will be accepted as a reason for withholding payment on the due date and the right of title to all materials supplied remain the property of the Company or their successors until paid for in full. Materials and goods delivered to the job or site will remain our property until they are paid for by the customer who will be responsible for their safe 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. Lack of payment may mean the removal of all unpaid materials either fixed or loose.
5. 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.
6. The Company reserve the right to refuse to accept cancellation of an order where they have placed specific orders for materials or services required.
7. 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 Day work rates plus percentage additions quoted by the Company.

8. 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.

9. 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. 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.

10. 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. Furthermore during the removal of roof claddings 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. 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 in some weather conditions to guarantee the exclusion of water through a roof which is temporarily open or unfinished. Customers are, therefore, 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. The Company cannot accept liability for any consequential loss arising from failure to take these precautions. The Company cannot be held responsible for any damage caused to cables / wires that are installed over the roof area and are unprotected by heat or damage from tools or materials. All cables / wires over the roof space should be installed via metal or plastic conduit for protection.

11. 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. 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.

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

13. 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.

14. 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. 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.

15. 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 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. 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.

16. 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. 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. Where a driveway or other hard standing 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.

17. Samples submitted for approval will show substance and general character only. No guarantee can be given regarding colour.

18. All guarantees on materials as issued by the manufacturers will be passed on to our Customers.

19. In the event of determination for breach of obligations by the Customer or for any other reasons beyond the anticipation or control of both parties the Company shall be paid by the Customer as provided for within these terms and conditions. Ridge & Gable Roofing will not pay for loss or damage caused by, resulting from, or arising out of any acts, errors, or omissions by you or others in any of the following activities, Slating, Felting, Roof Tiling or timber work. Any of the following performed to or for any part of any Covered Property: a. Design, specifications, workmanship, repair, construction, renovation, remodelling.

20. Any queries or disputes regarding any employee, workmanship or invoice must be lodged by either letter or telephone within 14 days of the invoice date. If no enquiries or disputes are lodged within 14 days then the invoice becomes due. Any disputes must include details of the value of the dispute, the reason for the dispute and who at the Client's address is to be contacted to resolve the dispute. All undisputed sums must be paid on the due date and disputed sums must be paid as soon as the dispute has been resolved.

21. Although we do try our best to estimate as accurate as possible, material costs may increase. Any change in costs will be added to the final invoice at the end of the completed works.

22. Ridge & Gable Roofing carry out their work to the best of their ability and will not be held responsible un-pretty work. We will guarantee that all the work we carry out is water tight.