



Terms & Conditions

ORDERS ARE ACCEPTED SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS

INTRODUCTION

These conditions shall form part of every contract of sale entered into by Mills Roofing Ltd ("the Company") to the exclusion of all other terms and conditions including any that the Customer may purport to impose. They may not be varied except in writing signed by an officer of the Company.

DEFINITIONS AND INTERPRETATION

"Customer" means the person, firm or company buying or agreeing to buy Services from the Company.

"Contract" means the contract for supply of Services comprising of the Company's written acknowledgement of the Customer's order.

"Services" means (if applicable) any advice, maintenance, installation services provided by the Company or its sub-contractors.

- i. No quotation or estimate given by us, 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, written acceptance of the quotation must be requested where verbal acceptance is deemed not to be appropriate. 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 we specifically agree an extension.
- ii. The Customer has 14 days, starting the day after the contract was entered into, to cancel a contract; this is the 'cooling-off' period. The Company will not commence work within this cooling-off period unless you expressly ask them to in writing. The Company will inform the customer that if work has already started by the time the Customer cancels, in this instance the Customer will need to pay for what's been done up to that point.
- iii. The prices and rates stated the estimates are provided broken down inclusive and exclusive of Value Added Tax (VAT), VAT is chargeable for every order. In addition to (any 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.
- iv. 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 on Company premises. 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 reserves 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. Interest will be charged at 2% per month or part of a month on overdue accounts.
- v. 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 remains 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 either fixed or 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.

6vi 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.

vii. The Company reserves the right to refuse to accept cancellation of an order where they have placed specific orders for materials or services required.

viii. The words "Provisional" where used in this and any 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.

ix. 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.

x. 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 themselves 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 judgment, and that the Company have accepted such stipulation in writing.

xi. 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. 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.

xii. 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 does 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 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. Customers are, therefore, advised to make provision for protecting decorations and furniture and to remove any sensitive equipment that 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.

xiii. 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.

xiv. 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 unauthorised use of or alterations to the scaffolding and hoisting facility.

xv. 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.

xvi. 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.

xvii. 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 the Customer cannot make these facilities available 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.

xviii. 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 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.

xix. Samples submitted for approval will show substance and general character only. No guarantee can be given regarding colour; where a specific colour is required it is the responsibility of the Customer to provide the specification in writing, this must be done at the time of or prior to the acceptance of the estimate.

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

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

xxii. 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.

xxiii. In the event of dispute between the Customer and the Company then each party shall give the other notice in writing of such dispute that shall be referred to Arbitration with a request to concur in the appointment of an Arbitrator nominated by the President of the Royal Institution of Chartered Surveyors. The award of the Arbitrator shall be final and binding on the parties including any order for costs.

xxiv. Every contract to which these conditions apply shall be construed and operate as an English contract and in accordance with English law.

GUARANTEE OF WORKMANSHIP

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

TERMS OF GUARANTEE

Terms, Conditions and Limitations. This warranty does not cover any leaks in the roof caused by: the acts or omissions of other trades or contractors; lightning, winds of peak gust speeds of 55 m.p.h. or higher measured at 10 meters above ground, hail storm, flood, earthquake or other unusual phenomenon of the elements; structural settlement; failure, movement, cracking or excess deflection of the roof deck; defects or failure of materials used as a roof substrate over which the roof system is applied; faulty condition of parapet walls, copings, chimneys, skylights, vents, supports or other parts of the building; vapour condensation beneath the roof; penetrations for pitch boxes; erosion, cracking and porosity of mortar and brick; dry rot; stoppage of roof drains and gutters; penetration of the roof from beneath by rising fasteners of any type; inadequate drainage, slope or other conditions beyond the control of Contractor which cause ponding or standing of water; termites or other insects; rodents or other animals; fire; or harmful chemicals, oils, acids and the like that come in contact with the roofing system and cause a leak or otherwise damage the roof system. If the roof fails to maintain a water-tight condition because of damage by reason of any of the foregoing, this warranty shall immediately become null and void for the balance of its term unless such damage is repaired by Contractor at the expense of Owner.

Notification by Owner. During the term of this warranty, if the roof leaks, Owner must immediately notify Contractor by telephone of such leaks, and promptly confirm such telephone notice by written notice to Contractor.

Events Which May Void Warranty. This warranty shall become null and void:

- i. Unless Contractor receives notice from Owner during the term of this Warranty (in accordance with above) of any leaks and is provided an opportunity to inspect, and if required by the terms of this warranty to repair the roof;
- ii. If work is done on such roof, including, but without limitation, work in connection with flues, vents, drains, sign braces, railings, platforms or other equipment fastened to or set on the roof or if repairs or alterations are made to said roof, without first notifying Contractor in writing and giving Contractor the opportunity to make the necessary roofing application recommendations with respect thereto, which recommendations are complied with. Contractor shall be paid for time and materials expended in making recommendations or repairs occasioned by the work of others on the subject roof;
- iii. If any area of the roof is used as a promenade, walkway or work area or is sprayed or flooded, unless such use was originally specified with a defined area and the specification is noted.
- iv. Transferability. This warranty shall accrue only to the benefit of the original owner named above. It is not transferable to any other person, except with the prior written consent of Contractor.