

## **London Roofing Specialist Ltd**

Pavilion, 96 Kensington High Street London, W8 4SG

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## Terms and Conditions

- 1. Save where otherwise agreed in writing London Roofing Specialist Ltd shall execute the works on the following terms and conditions, which are incorporated into the contract between the Company and the customer and the acceptance of the Company's quotation will signify acceptance of these terms and conditions
- 2. The Company shall comply with and give all notices required by any statute, any statutory instrument, rule or order or any regulation or bye-law applicable to the works and shall pay all fees and charges in respect of the works legally recoverable from it.
- 3. The Company shall complete the works in accordance with this quotation with due diligence and in a good and workmanlike manner using materials and workmanship of the quality and standards therein specified.
- 4. The Company shall use its best endeavours to complete the works within any period of time specifically agreed in writing between the Company and the customer, but this will not form the basis of the contract and the Company shall not be liable for any delays caused by reasons beyond its reasonable control, including but without prejudice to the generality of the foregoing, inclement weather and delays in obtaining materials from suppliers.
- 5. In the event of any variation to the works by the customer, either orally or in writing, this variation will be confirmed by the Company in writing and unless the order is rescinded within seven days shall be treated as confirmed.
- 6. Wherever possible a quotation will be given for any additional works or variations to the contract, but otherwise will be charged at a fair price based on the variation.
- 7. The Company will not be liable to the customer for any unforeseen site conditions not apparent at time of survey and without opening up the existing structure or groundworks.
- 8. If on installation the building is found to have any structural defects, infestation or other serious defect the Company shall inform the customer accordingly and agree to postpone the works until the customer, at the customer's expense, has rectified the problem.
- 9. In the event of any such postponement the Company shall be entitled to be paid for all materials on site.
- 10. All materials and equipment on site which form part of the contract works shall remain the property and be in exclusive possession of the Company until such time as the contract sum has been paid in full.
- 11. Value Added Tax will be charged at the rate prevailing at the time of completion of the works.
- 12. The Company shall be entitled to payment as follows and as detailed in this quotation:
  - a. Deposit with order
  - b. Stage payments
  - c. The outstanding balance for all work is due on its completion, via BACS payment.
  - d. We do not accept payment by cheque, unless this has been agreed in advance.
- 13. The Company shall be entitled to charge interest on all outstanding monies at the rate of 5% over Bank of England Base rate prevailing at the time the monies are due.
- 14. In the event of any dispute arising during the course of or subsequent to completion of the contract the customer will not be entitled to withhold payment in excess of an amount representing a reasonable valuation of the work required to rectify or replace any allegedly defective works which are the subject of the dispute.
- 15. The quotation includes for essential making good after fitting/installation but does not include for redecoration and ancillary works such as refitting curtain rails, alarms, telephone points etc.
- 16. In addition to its statutory obligations the Company guarantees the works against faulty materials and workmanship after installation as follows:
  - a. Hardwood and PVCu extrusions and vacuum formed panels are guaranteed not to discolour or degenerate structurally for a period of ten years
  - b. Sealed double glazed units are guaranteed not to form condensation within the cavity for a period of five years
  - c. All mechanical parts such as locks, hinges, handles etc that are subject to wear and tear are guaranteed against malfunction under normal use for a period of one year
- 17. This guarantee is Insurance Backed by Fair Trades/Homepro Insurance.
- 18. This guarantee is conditional on the works being adequately and properly maintained and does not cover any physical damage caused by misuse, impact, abrasion, or cleaning with a non-proprietary chemical.

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- 19. Notice of any claim under this guarantee must be made in writing to the Company within fourteen days of the alleged defect becoming apparent.
- 20. This guarantee is not transferable unless requested in writing and agreed to by the Company, and is subject to an administration fee, which will be advised by the Company at the time of the request.
- 21. Roof Repairs When London Roofing Specialist attends to carry out a roof repair, we will do everything in our power to diagnose the fault; in some circumstances, this can be a process of elimination. London Roofing Specialist endeavours to find and fix the fault during this first visit. However, should the problem persist, we offer a second visit where labour is free of charge. Any further work required to the roof will be chargeable, and quoted in advance.
- 22. Temporary roof On occasions where a complete new roof is required, London Roofing Specialist would strongly recommend the use of a temporary roof, constructed using scaffold and corrugated iron. This provides the best protection against the elements during the process of removing the existing roof. Should you forgo this recommendation and opt for the use of a cheaper solution, for example using tarpaulin, London Roofing Specialist cannot accept liability for any damage caused to the property as a result.
- 23. Attics and lofts Some of our attic and loft work produces vibrations that can, in some cases, cause disturbance to the plasterboard caps. Where this occurs, we will tidy the area; fill, dry and sand holes; and prepare the area for redecoration. However, we are unable to carry out redecoration work ourselves.
- 24. During the erection of scaffolding, in line with current health and safety legislation, we are required to tie the scaffolding to the building using Hilti or similar ties (fixings fitted between scaffold components and the building or structure to enhance lateral stability). These ties will leave a number of 12mm-diameter holes in the building or structure. If you wish to make good these holes yourself then please make arrangements to do so immediately prior to the scaffolding being dismantled. For an additional fee of £150 + VAT, London Roofing Specialist Ltd will fill these holes but not restore paint finish(es).
- 25. Removal of existing roof covering In our quotation, we allow for the removal and disposal of one roof covering as standard. In the event that we find one or more additional roof coverings that also need removing during the process, this would be subject to charge. LRS will endeavor to notify you at the earliest possible time and confirm additional cost via email.

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| CANCELLATION OF C | CONTRACTS CONCLUDED | IN THE CUSTOMER'S | HOME OR PLACE OF WORK |
|-------------------|---------------------|-------------------|-----------------------|
|-------------------|---------------------|-------------------|-----------------------|

| Notice of Right to Cancel – this section to be com   | pleted by the Company   |  |
|--|---|--|
| Company Details  | Customer Details  |  |
| te: Contract Number/Ref:   |   |  |
| cancellation form below and either delivering the form should keep a copy of the notice and, if sending by pos | ys of receiving this notice. You can do this by completing the personally or sending by post or e-mail to the Company. You st, obtain proof of posting. The notice is deemed to be served se case of e-mail from the day it is sent to the Company. |  |
| You may be required to pay for goods or services written agreement, below, before the end of the               | if performance of the contract has begun with your cancellation period.   |  |
|  | nmence work on(date) before my cancellation required to pay for any work that has been carried out prior  |  |
| Signed:  | Date:   |  |
| %  |   |  |
| Cancellation Form  |   |  |
|  | riting and deliver personally or send (which may be done by may use this form if you wish to, but you do not have to.   |  |
| Complete, detach and return this form only if you  | wish to cancel the contract.  |  |
| To: Darren Crawshaw: London Roofing Specialist   | Ltd   |  |
| I/We hereby give notice that I/we wish to cancel our co  | ontract number/ref:   |  |
| Signed:  | Date:   |  |
| Name and address:  |   |  |
|  |   |  |