

## INTRODUCTION

These Terms and Conditions ('Our Terms' or 'These Terms'), together with our Quotation/Estimate form our agreement to provide Roofing and/or Property Maintenance Services ('Our Agreement'). It is an important document that should be read carefully. If you are unsure of any part of These Terms, you must contact us for clarification before we begin work for you.

## ABOUT US

Rightway Roofing Contractors Ltd: Company Number: 16720529

Registered Office :59 Southcote Road, Bournemouth BH1 3SH

## 1. COMMUNICATING WITH YOU AND BUSINESS HOURS

We use email and written communication. You consent to us corresponding with you by email and relying on communications from your email account unless you tell us otherwise in writing.

We require written confirmation that you wish to accept the Quotation/Estimate and proceed with the outlined services and to waive your 14 day cooling off period, If you would like works to start in the 14 day period.

The work start date will be a mutually convenient date agreed upon by us.

The work start date may be altered in the event of delays such as weather, changes to the Services, or any other cause beyond our control.

We will complete the contract within a reasonable time. Any estimated completion dates are supplied for guidance only.

We will notify you of approximate delivery dates for services provided to us by external companies, such as scaffolding erection and dismantle, welfare facility delivery and collection, waste service delivery and collection, and material delivery. These dates are supplied for guidance only.

Unless agreed otherwise, we will provide the Services on standard working days, starting no earlier than 8 a.m. and finishing no later than 7 p.m. A typical working day is Monday to Friday, excluding Bank holidays or any other National holidays.

## 2. OUR SERVICE

We will:

ensure that we have suitable and valid insurance, including public liability insurance,

Documents can be supplied on request

provide the Services using reasonable care and skill and in compliance with commonly accepted practices, standards, specifications, laws, regulations, and relevant codes of practice within the Roofing Industry at the time that we carry out the Services;

provide the Services in accordance with the accepted Quotation/ Estimate These Terms;

notify you immediately if any changes must be made to the Services or how they are provided. We will keep any such changes to a minimum.

ensure that scaffolding and ladders are subject to current regulations and the construction of the scaffolding will be carried out by a competent subcontractor.

correctly dispose of all waste that results from providing the Services.

### 3. YOUR RESPONSIBILITIES

You agree to:

comply with these terms.

pay all our invoices and other charges in accordance with These Terms.

obtain any permissions, consents, licences, or otherwise needed before we begin the Services and give us access to any relevant information, materials, properties, and any other matters we need to provide the Services.

ensure that appropriate consent is obtained from neighbours or other third parties if our work may or will involve entering onto the land of neighbours or third parties or in any way interfering with their rights.

ensure that any tenants are made aware of our work and the necessary responsibilities covered within These Terms.

ensure you notify your insurers that our Services are due to be carried out

obtain our agreement if other contractors are to be working at the property during the time that we are providing the Services;

ensure adequate and safe access for us at the agreed times for us to provide the Services.

comply with any of our instructions with regards safety.

not have access or allow any third party to access scaffolding/mechanical hoisting erected by us. We cannot be held responsible for accidents or injury to any persons through the unauthorised use of or alterations to the scaffolding and hoisting facility unless caused by our failure to comply with health and safety requirements.

treat the works area as strictly off-limits for the duration of the Services, including limiting traffic of pedestrians around the works area and prohibiting the movement of young children and animals around the works area;

ensure we have access to electricity supply, water supply and toilet facilities where required,

providing safe and adequate storage for materials once delivered to the property;

remove or protect any items of value (either monetary or otherwise), decorations, furniture, sensitive equipment, stored articles, and possessions below the areas that we are working on before work starts to minimise the risk of any damage or loss;

arrange for the removal and replacement of any existing installations such as television aerials, satellite dishes, burglar alarms, CCTV, and the like where necessary before commencement of the services.

following any works to chimney stack or flues, you must arrange for a registered Gas Safe engineer to conduct a gas safety check. You must not use any fires, boilers or heaters until the check has been completed.

We cannot be held liable for any delay or failure to provide the Services if this is caused by your failure to comply with Your Responsibilities.

#### 4. PAYMENT

The cost of our services will include Materials & Labour charges

Upon acceptance of the Quotation / Estimate There may be a Deposit required on some contracts which will be stated on the Quotation / Estimate

The Deposit must be paid on acceptance of contract for Scaffolding , Materials, Skip and Works to be ordered and scheduled

Once deposit has been paid and monies cleared the customer will receive a start date

The deposit is non-refundable once monies have cleared

When the total cost of our Services exceeds £15,000, we will require payments in instalments. We will inform you of your payment plan which will be stated on your Quotation / Estimate

Any unforeseen or additional works will be added to the final invoice

We will send the final invoice when the provision of our services outlined in our Quotation / Estimate

is complete. Final invoice will show all additional works and deducted deposits and instalments premade

The invoice's must be paid on satisfactory completion of works

unless a prior arrangement have been made before contract start date

An interest rate of 5 per cent will be added weekly until full payment of invoice been made on outstanding balances

If the customer does not pay or misses payment on invoices, we have the right to cease works

Details of Banks for transfers are on the Quotation / Estimate

Once a payment as been made please confirm via a Email, Text, or a direct call

Please advise us of method of payment bank transfer, cheque, or other method

Please inform us of payment day, and reference given

Please don't hesitate to contact or call us regarding any of our terms and cons

## 5. QUOTATION / ESTIMATE

The Quotation/Estimate will be provided in writing and will give the total cost and a detailed description of the Services to be provided.

The Quotation/Estimate will remain valid and open for 30 days. After this time, the quotation may require amendment. We do not offer a breakdown on contracts.

The quotation/ estimate is based on the works and materials required, taken into account unlisted services, administration, travel costs and running of the company to keep trading and show profits.

Before confirming acceptance, you must ensure that you have read, reviewed, and understood the Quotation/Estimate and confirmed that it meets your requirements.

The total cost to you may be revised in the following circumstances:

You instruct us to carry out additional Services not in the original Quotation/Estimate In this situation, we will provide an updated Quotation/Estimate

If further Services that were not anticipated when the original Quotation/Estimate was prepared are required, we will provide a written explanation with photographic evidence.

If the prices of Materials or Services increase between your acceptance of the Quotation/Estimate and the work start date. We shall inform you of such increase and any difference in the total cost. The option to cancel is available should you choose to do so.

Unless stated in the Quotation/Estimate, we have made no allowance for:

Replacement, repairs, alteration, treatment, or strengthening of any structural elements, timbers, or joists which were not reasonably apparent at the time of the Quotation/Estimate.

Replacement, repairs or alteration of the existing structure or substrate, improvement of drainage, water runoff, or other improvements to the customer's property that were not reasonably apparent at the time of the Quotation/Estimate.

Any internal finishes.

If you have supplied measurements for a Quotation, we reserve the right to alter the Quotation/Estimate if the measurements are incorrect.

If you would like to amend any details of the Services, you must inform us in writing as soon as possible. We will send an updated Quotation/Estimate with the required changes and any additional costs.

## 6. MATERIALS

Materials supplied by us will remain our property until paid for in full.

We reserve the right to offer substitutions when supplying the Services. The substitutions will not be inferior to those described in the Quotation/Estimate.

Any samples provided to you are samples to show substance and general character. We cannot guarantee that the products supplied will be exactly equal in colour, size, thickness, or shape. We are not responsible if the materials supplied do not exactly match the samples previously supplied.

Salvage Materials stripped or removed while providing the Services shall become our property and have been considered in the Quotation/Estimate. This includes lead, slates, ridge tiles, and general roofing materials.

This Agreement gives no warranty for Materials supplied by you.

## 7. MISCELLANEOUS

We reserve the right to display signboards at the property advertising the name of our Company.

### 7A. SURVEYS

We provide free survey and Quotation/Estimate, except for in the following circumstances:

Insurance quotations

For properties on the market, including for sale, sold subject to contract, etc.

The price of chargeable surveys and Quotation/Estimate start from £75+VAT.

## 7B. DAMAGE

We will use all due care and attention when working above existing ceilings. We will not be held responsible for damage to ceilings or internal finishes unless it can be proven that we executed the work without due diligence.

We shall not be responsible for any damage or consequential damage to the property or contents caused by movement or vibration to ceilings, soffits, and areas where internal finishes are fixed to structural members or timbers supporting our work.

We do not accept responsibility for any deterioration or damage to ceilings, walls, gutters, or building fabric found to be defective before or during the commencement of the Services.

Whilst providing the Services, dust and debris will inevitably fall into the roof space beneath. We cannot be held liable for any soiling of items that occasionally can occur under the circumstances.

While providing the Services, we will attempt to ensure that the Property remains watertight. However, due to the nature of the work involved, it is not possible to guarantee the exclusion of water through a temporarily open roof or an overnight seal under severe or sudden adverse weather conditions.

We cannot be held liable for damage to areas over which the Company is required to work, such as lower roofs and additions, garden plants, shrubs, ornaments, and the like, unless it is caused by our negligence. We reserve the right to request that you remove or have removed at your 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 works.

If items are left in areas where work is taking place, this is done so at the Customers own risk, and no liability for damage caused shall be taken by the Company unless the damage is caused by our negligence.

## 7C. FLAT ROOFING

Unless we detail in the quotation that the works involve building a timber frame to increase the roof's pitch, we cannot guarantee that the flat roof will not hold water after the completion of the works.

No responsibility will be taken for ponding water on flat roofs following re-roofing on refurbishment projects or new works where others completed the roof structure.

## 7D. BRICKWORK

A wall or chimney flashing is only as good as the brickwork above it, and we may advise further waterproofing and re-pointing work to be carried out in the event of persistent leaks.

We accept no responsibility for water ingress through brickwork on chimney or abutment unless an appropriate lead tray or cavity tray has been installed.

## 8. LIABILITY AND INDEMNITY

You agree to the limits on our liability set out in These Terms and that these are reasonable in all the circumstances.

For the avoidance of doubt, nothing in These Terms seeks to exclude or limit our liability with respect to our liabilities, which cannot lawfully be excluded or limited, such as with respect to death or personal injury. The following terms should therefore be read subject to this.

We will not be liable for any special, indirect, or consequential loss or damage of any kind (whether foreseeable or known or not), including loss of profit, revenue, income, business, opportunity, goodwill or similar economic loss or damage.

We shall not be liable to you for any loss or damage arising because of 'force majeure' (if we cannot perform any of our services because of a cause beyond our reasonable control).

We will not be liable for any services or products provided by any third party, even if we instruct them on your behalf or use them in the provision of our services to you.

We will not be liable to anyone who is not our client for professional negligence. These Terms confer no rights on any third parties, and the Contracts (Rights of Third Parties) Act 1999 shall not apply.

## 9. CANCELLATION

You may cancel this Agreement if you wish to do so by telling us in writing via email to [Info@rightwayroofers.co.uk](mailto:Info@rightwayroofers.co.uk) or call T. Probert on 07884768368

You have 14 days to inform us of your wish to cancel. The period of 14 days begins from the date you accept the Quotation/Estimate

You may agree for work to commence before the expiry of the 14-day cooling-off period by confirming in writing that you agree to waive your cancellation rights. If you decide to cancel within 14 days, payment will be due for all work carried out before cancellation.

## 10. COMPLAINTS

We hope that you are happy with the service we provide. However, if you have concerns or wish to make a complaint at any stage, please tell the Site Supervisor handling your

project immediately. If you do not feel comfortable speaking with the Site Supervisor, contact our Business Manager directly at [info@rightwayroofers.co.uk](mailto:info@rightwayroofers.co.uk). If the Site Supervisor cannot promptly resolve your concerns, they will be treated as a formal complaint under our Complaints Policy.

## 11. GUARANTEE

The length of the guarantee is as stated in the quotation/ estimate

Any manufacturer's guarantees will be made available to the Customer.

The guarantee does not take effect until full payment has been received. This does not affect the customers' rights to remedy under the Consumer Rights Act 2015.

The guarantee commences on the date of completion of the Services as outlined in the Quotation.

The Company undertakes to repair, free of charge, any workmanship defects reported to it within the guarantee period.

In the event of a claim under the guarantee, the Customer must produce proof of purchase.

The guarantee is conditional on the following:

Please Note: If we are asked to return to check a fault or leak on the original works and Guarantee carried out by the Rightway Roofers, and we find on inspection that the works originally carried out is not RELATED to the works listed on your Estimate / Guarantee. A charge of £150 will be imposed for Time and Costs which must be paid on completion of visit. A new estimate will be given to rectify the new fault/ works if required.

The Customer taking all reasonable measures to maintain the roof in a serviceable condition; following any recommendations or instructions provided to the Customer in this regard.

The Customer advising the Company in writing of any leaks arising in the roof within ten days of discovery.

The Customer providing the Company with reasonable access to the roof, within business hours.

The Customer has settled, in full, all invoices relating to the installation.

The guarantee is subject to the following exclusions:

Damage due to subsistence is excluded.

Damage due to vandalism or tampering is excluded.



Damage to any part of the Property, other than the installation itself, is excluded.

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.

## 12. GDPR AND USE OF PERSONAL INFORMATION

We will collect information about individual clients and organisation clients' staff and keep this on our computers, email, and cloud storage. The main reasons for this are to:

deliver the services we have agreed to provide to you in the contract.

comply with the law

Our contact details are set out in all our correspondence, and the contact details for our information officer can be found on our website. Contact this individual if you want to exercise one of your data protection rights and in particular if you wish to:

complain about how your personal data is being used;

request that our records of your personal information be corrected or deleted.

If you are not satisfied with our response or believe we are not processing your personal data in accordance with the law, you can complain to the Information Commissioner's Office.

## 13. SEVERANCE

If any provision or provisions of our Agreement, including These Terms, is/are found to be unlawful, void or otherwise unenforceable, then it is agreed that the remainder of our Agreement, including These Terms, shall remain valid and enforceable

## 14. LAW AND JURISDICTION

Our agreement, including These Terms, shall be governed by and construed in accordance with the laws of England and Wales. It is agreed that the courts of England and Wales shall have exclusive jurisdiction over any dispute or controversy arising from our agreement and These Terms.

## 15. AGREEMENT

Unless otherwise agreed, These Terms of services apply.

Your acceptance of our Quotation/Estimate will constitute your acceptance of these terms and conditions of services.

Unless otherwise agreed in writing to the contrary, the advice provided and the work carried out by us in relation to any matter is intended to be relied on only by you and no other person, and we accept no liability to third parties.