

# **TERMS AND CONDITIONS OF TRADING**

## **1. THE PARTIES**

a. This agreement is made between Thomas Roofing Contractors (hereinafter referred to as "the Contractor") and the person or persons named overleaf (hereinafter referred to as "the Customer").

## **2. TERMS AND CONDITIONS**

a. All orders by the Customer for Works are accepted but the Contractor strictly in accordance with and subject to these Terms and Conditions which shall form the basis of the contract between the Customer and the Contractor.

b. No other terms and conditions, or modifications to these Terms and Conditions shall be binding on the Contractor unless the Contractor agrees thereto in writing and the Contractor shall not be deemed to accept such other Terms and Conditions nor to waive these terms and conditions by failing to object to provisions contained in any order or other communications from the Customer.

## **3. THE WORKS**

a. These are roofing services to be provided by the Contractor in accordance with the specifications of the Customer as shown overleaf and on any continuation thereof.

## **4. FURTHER WORKS**

a. These are any additional, extra or alternative Works which may from time to time be provided by the Contractor in accordance with the customers specific request.

## **5. TIME ESTIMATES**

a. The Contractor's workmen are instructed to exercise due care in carrying out their work and shall at all times complete the Works with due diligence. Whilst the Contractor shall insure that his workmen use their best endeavours to complete the Works within the period of time quoted to the Customer, all time estimates and commencement dates are given strictly as estimates only and the Contractor will not be liable for any loss or damage, howsoever expressed or quantified, caused as a result of any delay in either, the commencement or completion of the Works.

## **6. CHARGES**

a. All charges quoted to the Customer shall be exclusive of Value Added Tax which shall be charged to the Customer in addition to the amount agreed for the Works and shall be payable by him at the same time as he makes payment of the charges.

b. The Contractor expressly reserves the right to adjust the charges quoted to the Customer at any time before submitting his invoice for payment to take into consideration any increase in the cost of the services arising as a result of any circumstances beyond the Contractors reasonable control. For the avoidance of doubt, additional charges may be incurred in the event that the District Surveyor, or any other competent authority, specifies that further works need to be undertaken upon the Customers premises. In this event the Contractor shall notify the Customer of the need for additional works and the Customer shall, upon being so notified and upon the additional works being carried out, be liable for the full cost thereof.

c. The Customer shall at all times be liable for the additional costs incurred by the Contractor in carrying out Further Works in accordance with the Customer's request pursuant to Clause 4 above.

## **7. TERMS OF PAYMENT**

a. The balance of the agreed price, which shall include the total amount of the Charges calculated in accordance with Clause 6 above, or as the case may be, the agreed price in full, which shall also include the total amount of Charges already referred to, shall be paid within 14 days of the date of the Contractors invoice for payment which will be submitted to the Customer upon completion of the Works.

b. The Customer shall not be entitled to withhold payment of any amount due under this contract in respect of any disputed claim for defective Works, or in respect of any alleged breach of contract by the Contractor.

## **8. STANDARDS OF WORKS**

a. All Works will be carried out in a professional and efficient manner and in accordance with the Customer's specifications appearing overleaf and on any continuation thereof. In the event that the Customer is not satisfied with the standard of workmanship, or in the event that the Customer alleges that the Works have not been completed in accordance with the aforesaid specifications, the Customer shall, within fourteen days of completion of the Works, notify the Contractor in writing of his complaint and give details of the alleged defects. The matter shall then be referred by the Contractor to an independent Surveyor appointed by the Secretary of the Institute of Chartered Surveyors who shall determine whether the Works have been completed in accordance with the said specifications and to an accepted standard as ascertained by the Surveyor. Your statutory rights are not affected.

b. Upon his determination the Surveyor will issue a certificate which shall be binding upon both the Customer and the Contractor both of whom shall accept the determination and act in accordance with it.

c. If the Surveyor determines that the Works are below the acceptable standard, or have not been completed in accordance with the aforesaid specifications, the Contractor will remedy such defects at no additional cost to the Customer.

d. In his determination and in so issuing his certificate, the Surveyor shall be considered to be acting as an expert and not as an arbitrator.

e. All the costs incurred by the Surveyor in reaching his determination and issuing the said certificate shall be borne by the unsuccessful party.

## **9. CUSTOMER'S DUTIES**

a. Before the commencement of the Works and for the duration thereof, the Customer shall insure, and shall be solely responsible for the protection and/or removal of all satellite dishes, television or radio aerials and/or any other fixtures, fittings, additions or attachments affixed to or near the site of the proposed Works.

c. Before commencement of the Works and in the duration thereof, the Customer shall notify the Contractor in writing of any glass roofs, glass houses or neighbouring glass structures. Any such structures shall be expressly included in the Contract between the parties. It is in the discretion of the Contractor to board up any glass structures which they consider may be damaged by the roofing works. It is an express condition of this Contract that the Contractor shall not be liable for any loss to any glass structure not mentioned in the Contract herein.

d. The Customer shall at all times keep the Contractor well and adequately indemnified against all and any claims made against the Contractor for compensation for any loss or damage arising by reason of the Customer's failure to carry out his duties herein above set out.

## **10. LIABILITY**

a. The Contractor shall not be liable to pay for any work, or render good any defects in such work, carried out upon the Customer's premises by any person, firm or company unless the engagement of such a person, firm or company shall have been made with the knowledge acquiescence and prior written consent of the Contractor.

b. The Contractor shall not be liable for any damage suffered or loss caused to any appliances, fixtures, fittings, additions or structures of any kind, whether glass or otherwise, arising as a result of the Customer's failure to adequately protect and/or remove the same in accordance with the Customer's duties as set out in clause 9 above.

c. The Contractor shall not be liable for any damage caused to the Customer's premises by reason of water penetration, or otherwise, arising as a result of weather conditions, or otherwise.

d. Without prejudice to the foregoing and in any event, the Contractor's liability, if any, for any loss or damage, howsoever arising, shall be limited to either, the cost of making good the loss or damage, or, the total amount due under this contract, whichever shall be the lesser.

## **11. GENERAL**

a. All and any materials delivered to or remaining on the site of the proposed Works shall remain the property of the Contractor and title thereto shall not pass to the Customer, his trustee in bankruptcy or his assignees until the Contractor's invoice for payment shall have been settled in full.

b. If the Customer is a Limited Company, or in any circumstances where the Contractor deems it in his absolute discretion to be prudent, the Contractor shall be entitled to require any number of written personal guarantees to protect against bad debts, from the directors of the Limited Company, or any other person who in the Contractor's absolute discretion is a suitable person for giving such guarantees.

## **12. LAW**

a. This contract shall be governed by and construed in accordance with the Laws of England.