

## TERMS & CONDITIONS

1. **DEFINITIONS:** For the purpose of these terms and conditions the following words shall have the following meanings:
    - a. The “company” shall refer to JR ROOFING LANCS LIMITED
    - b. The “customer” shall refer to the person or organisation for whom the company agrees to carry out the works for.
    - c. The “contractor” shall refer to the representative appointed by the company.
    - d. The “works” refers to the work described on the quotation.
    - e. The “site” refers to the location of the works
    - f. The “contract” refers to the contract concluded in accordance with these terms and conditions (including any agreed amendments)
  2. **CONTRACT:**
    - a. Acceptance of the quotation by the customer shall constitute a binding contract between both parties.
    - b. Unless otherwise agreed by the company in writing, these terms and conditions apply.
    - c. Where the date and/or time for works to be carried out is agreed by the company with the customer, then the company shall use its best endeavours to ensure that the contractor shall attend on the date and at the time agreed.
    - d. The dates agreed for commencement and completion are subject to alteration in the event of delays occurring through inclement weather, additions or variations to the works described in the quotation or any causes beyond the reasonable control of the company.
    - e. Any delivery of completion dates are estimates given for information only and the company will complete the contract within a reasonable time.
    - f. Where a written quotation has been supplied to the customer, the total charge to the customer may be revised in the following circumstances:
    - g. If after submission of the quotation the customer instructs the company (whether orally or in writing) to carry out additional works which were not originally in the quotation.
      - i. If after submission of the quotation it is discovered that further works need to be carried out which were not anticipated when the original quotation was prepared. In this situation we will provide a written explanation and photographic evidence.
    - h. The company shall not be under any obligation to provide a quotation for a customer and shall only be bound (subject as hereinafter) by quotation given in writing to the customer.
    - i. Unless otherwise stated in the quotation, the company has made no allowance in the quotation for:
      - i. Replacement, alteration, treatment or strengthening of any structural elements which were not reasonably apparent at the time of the quotation.
      - ii. Alteration of the existing structure or substrate, improvement of drainage, water runoff or other improvements to the customers property which were not reasonably apparent at the time of the quotation.
    - j. The quotation is open for acceptance for 30 days. Any work wishing to be contracted after the 30 day grace may require a new and possibly amended quote due to possible increases in material costs.
  3. **MATERIALS:**
    - a. All materials supplied by the company remain property of the company until paid for.
    - b. This contract gives no warranty in respect of products or materials supplied by the customer. The customer shall indemnify the company against any claim, howsoever arising, in respect of any materials supplied by the customer.
    - c. Any existing structures or materials stripped and/or removed during the course of the works shall become property of the company unless agreed otherwise in writing.
    - d. The customer is responsible for providing safe and adequate storage for materials for the works once delivered to the site.
    - e. All guarantees on materials as issued by the manufacturers will be passed on to the customer.
- JR ROOFING LANCS LIMITED is a limited company registered in England & Wales. Company No: 10885234  
Registered Address: Lancaster House, Amy Johnson Way, Blackpool, FY4 2RP Updated: 13/03/2019

#### **4. DAMAGE:**

- a. Whilst every care will be taken while carrying out the works, the company shall not be responsible for any damage or consequential damage to the property or contents caused by movement or vibration to ceilings and soffits and to areas where internal finishes are fixed to structural members or timbers supporting our work. In this situation we will provide a written explanation.
- b. The company do not accept responsibility for any deterioration or damage to rainwater gutters and pipes which are already defective.
- c. During the removal of roofing 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 the commencement of the works. We cannot be held responsible for the soiling which occasionally can occur under the circumstances.
- d. During the course of roofing works the company will use its best endeavours to ensure that the building will remain 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 overnight seal. 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.
- e. The company cannot accept liability for any consequential loss arising from failure to take these precautions unless the company has been negligent in carrying out the works.
- f. The company will not be liable for any loss or damage by fire, flood, excessive damp or heat, or any other causes occurring before the contract starts or after the completion of the works.
- g. 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, unless caused by the company's negligence. The company reserves 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 works.

#### **5. MISCELLANEOUS:**

- a. When a scaffolding and/or mechanical hoisting is to be erected, 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, unless caused by the company's failure to comply with health and safety requirements.
- b. Power and fresh water supply is 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.

#### **6. PAYMENT:**

- a. When booking more than four weeks in advance, a deposit payment of 5% of the total quotation will be requested to confirm works start date.
- b. For works over £5000 a 40% deposit will be requested a week before works start date.
- c. Invoices are due for payment on satisfactory completion of work.

#### **7. CANCELLATION:**

- a. The contract is for the supply to you of goods and/or services.
- b. You have the right to cancel this contract if you wish to do so.
- c. If you wish to cancel, we request that you put this in writing to the company via email: [info@jrroofinglancs.co.uk](mailto:info@jrroofinglancs.co.uk) or post to: JR ROOFING LANCS LIMITED, 77 Faringdon Avenue, Blackpool, FY4 3QJ.
- d. You have 14 days in which to let us know of your wish to cancel. The period of 14 days begins from the date when the contract is agreed.
- e. There is no charge for cancellation.

## **8. COMPLAINTS:**

- a. If after completion of the works the customer is not wholly satisfied, the customer should then give notice in writing within 12 months to the company.
- b. The customer shall afford the company and its insurers the opportunity of inspecting such works and carrying out any remedial works if appropriate.
- c. This does not affect the customers rights to remedy under the Consumer Rights Act 2015.
- d. Where we cannot resolve any complaints using our own complaints procedure, as a Which? Trusted trader we use Dispute Resolution Ombudsman for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to them please contact: 0117 981 2929 or via their website:  
<http://www.disputeresolutionombudsman.org/which-trusted-traders-partnership/>

## **9. LAW:**

- a. Every contract to which these conditions apply shall be construed and governed in accordance with English law. Nothing within these terms and conditions affect your statutory rights.

## **10. GUARANTEE:**

- a. The length of guarantee is as stated in the quotation.
- b. In the event of a claim under the guarantee, proof of purchase must be produced as evidence by the customer
- c. All materials used will be in accordance with current British Standards Specification, where applicable and the benefit of any manufacturer's guarantees will be made available to the customer.
- d. 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.
- e. The guarantee does not take effect until full and final payment has been received. This does not affect the customers rights to remedy under the Consumer Rights Act 2015.