



- 1 No quotation given by us (Flintshire Roofing Ltd, thereafter referred to as 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 in writing and no works will commence without a written order accepted by ourselves. Unless stated to the contrary this quotation has been based on material, labour, plant and equipment prices at the date of quotation, 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 an extension is specifically agreed by ourselves.
2. 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 at the merchanting division of the Company. The first interim payment amounting to one third of the value of the quotation 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 reserve 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.
3. 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 remain 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
4. 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.
5. The Company reserve the right to refuse to accept cancellation of an order where they have placed specific orders for materials or services required.
6. Copyright in all specification descriptions, quantities, prices, rates, drawings, designs, catalogue and other literary works described in this quotation vest in and remain the property of the Company and the Customer is not entitled himself 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 judgement, and that the Company have accepted such stipulation in writing.
7. 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
8. 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 do 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 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. 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.

10. 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 unauthorized use of or alterations to the scaffolding and hoisting facility.

11. 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.

12. 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 quotation or any causes beyond the control of the Company and such extension of time as may be reasonably allowed shall be without penalty. All quotations 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 quotations given for information only and the Company will not be bound by such.

13. In the event of dispute between the Customer and the Company then each party shall give the other notice in writing of such dispute which 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.

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

Jonathan Jones, Director

January 2016