

## **Terms & Conditions**

**Moston Roofing Ltd. is an experienced roofing company**, we operate nationwide.

Unless otherwise stated by us in writing the following Terms and Conditions shall apply to all orders placed with us.

1. **BASIC CONDITIONS** Moston Roofing Ltd (the Contractor) shall provide all labour, materials and equipment necessary for the Contract: however, when mains electricity or water supply is required, it is assumed that reasonable use of site services, including toilet facilities, will be allowed at no cost to the Contractor.
2. **COMPLAINTS** In the event of a customer having cause to complain about any aspect of the Contractor's work or actions of their staff please contact James Gervaise, at office 9, 163 Holland street, Denton ,M34 3GG or phone 0161 401 2310
3. **STATUTORY REQUIREMENTS** It is the responsibility of the customer to obtain any planning permission and or approval of the said work under and regulations or by-laws of any local or other statutory authority. In addition, the Contractor cannot be held liable for failure in roof systems due to poor structural design, or inherent faults in the building, or its services, or abnormal atmospheric conditions, unless these are brought to the Contractors attention, in writing, before commencement of the contract.
4. **TECHNICAL INFORMATION** The technical information quoted for the material supplied is based on the information generally available and is distributed by the manufacturers of the products named and the Contractor cannot warrant the accuracy of the said information.
5. **UNLOADING & STORAGE** The customer shall be responsible for the receipt, unloading and safe-keeping of materials and equipment prior to the commencement of the work and shall, when requested, provide suitable protective storage for the valuable or perishable items. In addition, the Customer and the Contractor shall take all the reasonable precautions to endure against theft, of, or damage to, plant and materials during any periods of the Contractor's absence from the site works.
6. **WORKING HOURS** All work to be carried out during normal working hours with unrestricted access to site for continuity of the work in proper sequence and in an economical manner from commencement to final completion.
7. **CONSEQUENTIAL DAMAGE:**
  - (a) Although every effort will be made to supply materials of the type specified and a high standard of workmanship, the Contractor shall not be held responsible for consequential damage however arising in connection with execution of the contract work, in particular due to the nature thereof it is impossible to guarantee that the Customer's premises will at all times be kept wind and watertight,

although any period which the Customer's property is exposed to the elements shall be kept the shortest possible.

- (b) Consequential damage shall include damage caused to the roads or driveways forming part of the Customer's premises or any third parties premises and damage to any goods, vehicles, stock or any other articles whatsoever belonging to the Customer or any other third party which are situated on the Customer's premises or any neighbouring or adjoining premises, whether such damage is caused by carriage or storing of materials or vibrations of ingress of water or falling materials or in any other way whatsoever.
  - (c) As and when requested it shall be the responsibility of the Customer to ensure the removal of all vehicles, goods stock or articles away from the area in which the Contractor is carrying out the contract work and to take all necessary steps to protect same and the Contractor shall not be held responsible for the failure of the customer to do so.
8. **DELAYS** The Contractor shall not be held responsible for delays caused by any strike, lock-out, fire or flood or by inclement weather, or be default of suppliers in late or incorrect delivery of materials etc. or by any other circumstances beyond the Contractors control: or for any loss as the result thereof. In the event of any such postponement the Company shall be entitled to be paid for all materials on site.
9. **MATERIALS** All materials brought onto the site to be fixed by us are to remain our property until we receive payment in full for the same.
10. **RE-USE OF MATERIALS** Where existing materials are for any reason required to be temporarily removed and set aside for re-use, every reasonable care will be taken during the course of the work but the Contractor shall not be held responsible for any breakages which will be replaced and charged as an addition to the final account.
11. **STORM DAMAGE** Although every reasonable care will be taken during inclement weather to prevent damage by rainwater, wind, etc. the Contractor shall not be held responsible for any loss or damage caused directly or indirectly thereby.
12. **VARIATIONS & EXTRAS:** The Contractor reserves the right to vary the specification set out to overleaf by substitutions of more suitable methods and/or materials (whether or not a similar nature) to not less than the quoted contract value should it become apparent during execution of the work that such alteration would be expedient and in the interest of the Customer. When additional work not covered by this quotation is required to be carried out a further quotation will be submitted for acceptance by the Customer before any such work is commenced.
13. **INSURANCE** The Contractor and the Customer shall keep in force policies of insurance of adequate amounts against their respective liabilities under statutes for the time being in force in respect of injuries to persons and at Common Law in respect to

persons or property arising out of and in the courts of execution of the Contractor and/or arising out of an in the course of the employment of any workmen employed by either of them.

14. **GUARANTEES** .In addition to its statutory obligations the Contractor guarantees the works against faulty materials and workmanship after installation as follows:

**a.** All New roof installations are guaranteed for a period of ten years

**b.** All new firestone rubber flat roof installations are guaranteed for a period of twenty years in accordance with the manufactures warranty

**c.** Repairs are only guaranteed on a job by job basis depending on certain factors. This guarantee is conditional on the works being adequately and properly maintained and does not cover any physical damage caused by misuse, impact, abrasion, cleaning with a non-proprietary chemical,

Notice of any claim under this guarantee must be made in writing to the Company within fourteen days of the alleged defect becoming apparent.

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.

16. **CANCELLATION** You have the right to cancel this contract within 14 days of date of signing the contract. Cancellation of all or part of the orders already accepted by the Contractor will be accepted only at the Contractor's discretion after this time, You may be required to pay for goods or services if performance of the contract has begun with your agreement before the end of the cancellation period.and the Contractor may charge for all the work carried out or expenses incurred in relation to the order before acceptance of the cancellation.If you wish to cancel the contract you must do so in writing and deliver personally or send (which may be done by electronic mail) this to the person named below. To: James gervaise, Moston Roofing limited, 163 Holland street Denton Manchester m34 3gg, or email:[Info@mostonroofing.co.uk](mailto:Info@mostonroofing.co.uk).

You may use our form if you wish to, but you do not have to.

17. All contracts are subject the laws of England.