

CONTRACT DOCUMENTATION

Terms and Conditions

These terms and conditions form part of the contract between Moston Roofing Limited and the customer, and should be read together with the Company's quotation and the Notice of Right to Cancel.

1. Save where otherwise agreed in writing Moston Roofing Limited ('the Company') shall execute the works on the following terms and conditions, which are incorporated into the contract between the Company and the customer and the acceptance of the Company's quotation will signify acceptance of these terms and conditions.
2. The Company shall comply with and give all notices required by any statute, any statutory instrument, rule or order or any regulation or bye-law applicable to the works and shall pay all fees and charges in respect of the works legally recoverable from it.
3. The Company shall complete the works in accordance with this quotation with due diligence and in a good and workmanlike manner using materials and workmanship of the quality and standards therein specified.
4. The Company shall use its best endeavours to complete the works within any period of time specifically agreed in writing between the Company and the customer, but this will not form the basis of the contract and the Company shall not be liable for any delays caused by reasons beyond its reasonable control, including but without prejudice to the generality of the foregoing, inclement weather and delays in obtaining materials from suppliers.
5. In the event of any variation to the works by the customer, either orally or in writing, this variation will be confirmed by the Company in writing and unless the order is rescinded within seven days shall be treated as confirmed.
6. Wherever possible a quotation will be given for any additional works or variations to the contract, but otherwise will be charged at a fair price based on the variation.
7. The Company will not be liable to the customer for any unforeseen site conditions not apparent at time of survey and without opening up the existing structure or groundworks.
8. If on installation the building is found to have any structural defects, infestation or other serious defect the Company shall inform the customer accordingly and agree to postpone the works until the customer, at the customer's expense, has rectified the problem.
9. In the event of any such postponement the Company shall be entitled to be paid for all materials on site.

10. All materials and equipment on site which form part of the contract works shall remain the property and be in exclusive possession of the Company until such time as the contract sum has been paid in full.
11. Value Added Tax will be charged at the rate prevailing at the time of completion of the works.
12. The Company shall be entitled to payment as follows and as detailed in this quotation:
 - a. Deposit with order
 - b. Stage payments
 - c. Balance in full on completion of work.
13. The Company shall be entitled to charge interest on all outstanding monies at the rate of 3% over Bank of England Base rate prevailing at the time the monies are due.
14. In the event of any dispute arising during the course of or subsequent to completion of the contract the customer will not be entitled to withhold payment in excess of an amount representing a reasonable valuation of the work required to rectify or replace any allegedly defective works which are the subject of the dispute.
15. The quotation includes for essential making good after fitting/installation but does not include for redecoration and ancillary works such as refitting curtain rails, alarms, telephone points etc.
16. In addition to its statutory obligations the Company guarantees the works against faulty materials and workmanship after installation as follows:
 - a. All new roof installations and roof refurbishment are guaranteed for a period of ten years and are insurance backed
 - b. All new flat roof installations are guaranteed for a period of ten years and are insurance backed if applicable
 - c. Repairs are only guaranteed on a job by job basis depending on certain factors and insurance backed guarantees are only offered if applicable
17. 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.
18. 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 does not affect your statutory rights.

19. 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.