

GENERAL TERMS & CONDITIONS OF ACCEPTANCE

- 1 Before placing an order, the Customer is to read and understand all the following, and unless given in writing, none of the said conditions or terms will be countermanded by the conditions on the customer's order.
- 2 Quotations based solely on 'Bills of Quantities' are for guide purposes only. Fixed prices are only offered after site visits or viewing of accurate drawings.
- 3 Goods delivered to site in the absence of the roofer are to be carefully unloaded and checked by the customer, free of charge to the roofer.
- 4 Unless stated, this quotation allows for work carried out in one continuous site visit.
- 5 Unless stated, an additional charge will be made for works carried out overhand or in a space less than 1500 mm wide.
- 6 An order to commence work will be taken as evidence that the job is fit and ready. If men are sent and the work is not ready all expenses incurred will be paid by the customer.
- 7 Daywork Rates: daywork will be levied in accordance with Malcolm Henrickson Roofing Services Ltd, hereby after referred to as M.H.R., 'Contract Daywork Schedule' a copy of which is attached and/or is available on request. The said rates and described method of calculation are not negotiable and will form part of any ensuing contract.
- 8 Should any failures occur, the causes of which on investigation are found to be outside the control of the company. Then the company will be entitled to charge for expenses incurred by them in investigation.
- 9 This quotation is merely an invitation and does not constitute a binding offer. No order is binding on until we have dispatched our order acknowledgment form.
- 10 This company reserves the right to alter specifications to an equal or higher standard than those set out in this quotation unless under specific directive from the customer.
- 11 Where M.H.R. are employed as a sub-contractor. It is the responsibility of the Main Contractor/Agent, to provide adequate scaffold access, protection. Suitable hoisting/craneage and means of debris disposal. All in accordance with current HASW legislation.
- 11a Where M.H.R. are employed as a sub-contractor. It is the responsibility of the Main Contractor/Agent to protect M.H.R. works from damage by third parties.
- 12 All Materials are fixed in strict accordance with manufacturers' recommendations/instruction and CP 144:Part 3:1970 (and subsequent amendments).
- 13 All chases and general building work to be completed by the customer prior to any roofing work unless otherwise allowed for in the quotation.
- 14 Chases are to be cut to adequate depth and width. (i.e. not less than 30 mm deep and 20 mm wide).
- 15 Any delay in commencing or any interrupted working after workmen are on site caused by neglect on the part of the customer will be charged for.
- 16 No responsibility can be accepted for penetration of water causing damage to interior fixtures and fittings until roof is fully completed.
- 17 All work will be measured on completion and. Any variations to sizes quoted by the customer will be reviewed and charged accordingly.
- 18 Any dispute that may arise will be settled by arbitration. The arbitrator is to be appointed by The Secretary of The Flat Roofing Contractors Advisory Board.
- 19 The customer may be asked to make interim payments for works over one thousand pounds.
- 20 The customer may be -asked to provide both bankers and trade references prior to commencement.
- 21 Any customer complaints regarding workmanship, breakages etc. must be registered in writing within 14 days of date of invoice.
- 22 VAT is not included in any prices shown and will be charged at the standard rate where applicable.
- 23 Should, upon removal of existing roof coverings, the roof decking be found to be defective. There being no specific allowance to cover the said replacement within the specification covering these works. The deck will be repaired with matching and/or superior materials. At an extra cost, to be calculated using the aforementioned daywork rates.
- 23a Defective deck bearers, noggins, fillets etc., will be replaced with matching and/or superior materials at an extra cost, to be calculated using the aforementioned daywork rates.
- 24 It is assumed existing joists/purlins are at standard recognised centres e.g. 450 mm, 600 mm etc. If found to be otherwise, additional charges will be made to cover all resulting unforeseen work.
- 25 Although all reasonable care will be taken no responsibility can be accepted for damage arising to ceilings, fixtures and fitting generally, whilst stripping, scarifying or re-decking works are undertaken.
- 26 No responsibility will be accepted for roof falls, back falls, ponding and/or taking of roof levels generally. 26a The installation of tapered insulation, screeds and/or timber firrings, will improve roof drainage. However we cannot warrant nor imply total water run-off, as such our liabilities are limited to as set out in item 26 above.
- 27 It is the responsibility of the customer to ensure safe and clear site access is always available.
- 28 No claims for damage to property will be entertained if it could reasonably be expected that such property may have been moved/protected by the customer.
- 29 Unforeseen and/or extra works will be charged at extra cost. To be calculated using the aforementioned daywork rates, where no other comparable rates and/or pre-agreed charges exist.
- 30 Water, electricity and welfare facilities to be provided free of charge to the roofer.
- 31 Any warranty extended in this offer, is wholly dependent on full payment having been received within the agreed payment terms.
- 32 Any warranty extended in this offer, relates exclusively to the main body of the waterproofing system i.e. Normal maintenance items, such as chase pointing, blocked rainwater outlets, roof light glazing etc., are not covered.
- 33 This quotation (unless otherwise stated) is based on works being undertaken in normal working hours i.e. Mon - Fri (excl. Bank Holidays) 7.30 am - 5.00 pm. Work outside these times at specific customer request will be charged at a premium rate.
- 34 RETENTIONS: retentions are not allowed on works where pre-vat value is less than £5k. Contracts with a value over this sum, may have retentions withheld in accordance with main contract conditions, but this shall never exceed 15 calendar months from completion of our sub-contract package, irrespective of completion of works by others.
- 35 CANCELLATION: If this order is accepted you have the right to cancel within 14 days providing the work has not commenced. This must be given in writing.