

WEATHERPROOFING ADVISORS TERMS AND CONDITIONS

Unless otherwise agreed in writing the following Terms and Conditions (T&C's) shall apply to all orders placed. Any stipulations or conditions in a customer's order which would conflict with quality or negate any of these T&C's shall be inapplicable to any order placed unless expressly agreed in writing when acknowledging the order in question.

The following T&C's shall apply to all contracts. No variation of these T&C's shall apply unless they are confirmed in writing by Weatherproofing Advisors Ltd (the Contractor) who shall supply all labour, materials and equipment necessary for the carrying out of the Terms of the Contract save that the customer shall provide all facilities at no cost to the Contractor by way of Service media as are available. The Contractor reserves the right to propose any changes in the specification of goods supplied or services rendered required to conform with any applicable statutory or EEC requirement, or where the goods are supplied to the specification of the customer which do not materially affect their quality or performance.

1. Basic Conditions:

The estimate is based on our operatives having full continuity of work, unless otherwise agreed prior to the commencement of works.

The contractor shall provide all labour, materials and equipment necessary for carrying out the contract. However, when mains electricity or water supply is required, it is assumed that responsible use of site services, including toilet facilities, will be afforded at no additional cost to the contractor.

2. Sample

The Contractor accepts no liability whatsoever in defining the toxic content of any roof area, coverings or membranes and unless we have been informed otherwise, the estimate will be based on the assumption that nontoxic materials are being removed or worked with.

3. Asbestos

It is the responsibility of the client to inform the customer of any asbestos based material within the vicinity of the works.

4. Statutory Requirements

It is the responsibility of the customer to obtain any planning permission and/or approval of the said works under any regulations or by/law or any local or 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 attention of the Contractor, in writing, before commencement of the Contract.

5. Design

Where the customer's enquiry specifically requests the Contractor to design any element of the works, it is strictly in accordance with the following:

The Contractor's design responsibility is limited to the Sub-Contract works only in so far as the works have been or will be, designed by the Contractor as roofing contractors, to satisfy the relevant specification. In carrying out such design work the Contractor undertakes to exercise all responsible skill and care but at the same time not relieving the Architect or other consultants from the overall design Suitability.

6. Technical Information

The technical information specified for materials supplied is based on the information generally available and is distributed by manufacturers of the products named and the Contractor cannot warrant the accuracy of the said information.

7. Unloading and Storage

The contractor shall be responsible for the receipt, loading of materials and equipment prior to the commencement of works, and shall by request that the customer provide suitable protective storage for valuable or perishable items. In addition, the customer and the Contractor shall take all responsible precautions to ensure against theft of, or damage to, plant and materials during any period or the Contractors absence from the site works.

8. Working Hours

All works to be carried out during normal working hours with unrestricted access to site for continuity of work agreed in proper sequence and in an economical manner from commencement to final completion. Any work that is required to be carried out with normal working hours must be agreed in writing.

9. Consequential Damage

- Although every effort will be made to supply materials of the type specified and to a high standard of workmanship, the Contractor shall not be held responsible for consequential however arising in connection with the 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 water tight, although any period during which the customer's property is exposed to the elements shall be kept to a minimum.
- Consequential damage shall include damage caused to the road or driveways forming part of the premises or any third party 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, any neighbouring or adjoining premises, where such damage is caused by carriage or storing of materials, vibrations, ingress of water, falling materials or any other way whatsoever.
- As and when requested it should be the responsibility for the customer to ensure that the removal of all vehicles, goods, stock or articles away from the area in which the Contractor is carrying out the 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.

10. Delays

The Contractor shall not be held responsible for delays caused by any strike, lockout, fire or flood or by inclement weather, or by default of suppliers in late or incorrect delivery of materials etc. or by any other circumstances beyond the Contractor's control or for any loss as the result thereof.

11. Materials

All materials brought onto the site to be fixed by the Contractor, are to remain the property of the Contractor until payment in full has been received.

12. 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 damage or breakage, which will be replaced and charged as an addition to the final account.

13. Storm Damage

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 damage or breakage, which will be replaced and charged as an addition to the final account.

14. Lost Time & Weather Directive

The Contractor will not be held responsible for any 'system specific' weather delays inclusive of rain, frost, ice, snow, wind and temperatures outside of the manufacturers guidelines. And therefore, will request the 'lost time' be added to the contract duration in the form of an 'extension of time'. Refer to Weather Directive.

15. Variations and Extras

The Contractor reserves the right to vary the specification set out overleaf if substitution of more suitable methods and/or materials (whether or not of 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 in the interest of the customer in achieving the general objectives of the contract. When additional work not covered by the estimate/quotation is required a further estimate/quotation will be submitted for acceptance.

16. Insurance

The Contractor and the customer shall affect and keep in force during all material times policies of insurance of adequate amounts against their respective liabilities and statutes for the time being in force in respect of injuries to persons and at Common Law in respect of injuries to persons or property arising out of and in the course of execution of the Contract and/or arising out of and in the course of the employment of any workmen or other party.

17. Warranty

The Contractor goods and materials supplied will correspond with the specification at the time of delivery and will be free of defects in material and workmanship for an agreed period of one-year latent defects for workmanship and the period specified by the manufacturer from handover of the completed works.

- Any warranty offered by the Contractor would be subject to the following conditions:
- The Contractor shall be under no liability in respect of any defect arising from any drawing, design or specification supplied by the customer.
- The Contractor shall be under no liability in respect of any defect arising from wilful damage, negligence, abnormal working conditions and failure to follow the Contractor's instructions whether or not in writing,
- misuse or alteration of repair, without the Contractor's approval.
- The Contractor shall not issue and be under no liability from the above warranty or any other warranty, condition or guarantee if the total price of the goods has not been paid by the due payment date
- The above warranty does not extend to parts, materials or equipment not installed by the Contractor. The customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Contractor.
- Where the goods are sold under a consumer transaction as defined by the Consumer Transactions (Restrictions on the Statements) Order 1976 or otherwise the statutory rights of the consumer are not affected by these conditions.
- To ensure the workmanship and material warranty length is maximised, the client must instruct the proposed WPA Aftercare package for the duration of the proposed warranty. If this is not instructed the customer will have a latent defects workmanship period of 'one year' only. Once surpassed WPA have no further liability for either workmanship or specified product therefore the customer would need to liaise directly with the specified manufacturers.

18. Terms of Payment

- Payment in full will be due in 30 days from invoice date on completion of the works, unless stated to them contrary in writing by the contractor
- The contractor reserves the right to claim interim payments as the work progresses
- Retention by the customer of any money due to the contractor shall invalidate any guarantee which will otherwise apply (see clause 17)
- The contract of reserves the right to refuse to execute any order or contract, if the arrangements for payment or the customers credit is not satisfactory. In the case of no payment of any account went you or in the cause of death, incapacity, bankruptcy or insult and C of the customer, or when the customer is a limited company in the case of liquidation or the appointment of a receiver, then the value of all goods delivered and all works executed by the contractor shall immediately become due and payable from the customer to the contractor. In addition, the contractor has the right to cancel any contract made with the customer, or cancel or suspend delivery of goods and materials, the execution of works and or the hiring of scaffolding, plant, at the contractors option without prejudice to recover any lost sustained.
- The ownership of any unfixed materials forming part of the contract shall remain with the contractor until such time as the contractor has been completed and final payment made by the customer.
- Due to mobilisations costs we will require payment of the initial delivery of materials for the value, plus VAT. The balance will be invoiced monthly as the contract.

19. Overlaying

The contractor will not be held responsible for any internal damage of equipment, stock or materials caused by water which has ingress through/from internal drainage. The contractor warranty is only applicable for the installation of the new roof covering or wall cladding.

20. Cancellation

Cancellation of all or part orders already received by the contractor will be accepted only at the contractor's discretion and the contractor shall charge for all work carried out and or expenses incurred in relation to the order before the acceptance of the cancellation.

21. Interest of Overdue Accounts

The contractor reserves the right to charge interest at the rate of 2.5% per month of any amount not paid on the due date until that payment is received in full.

22. CDM Regulations

At the statutory obligation, the contractor will provide all requested information related to construction, design and management regulations.