



EXTENDED TERMS & CONDITIONS

Quality Homes Investments Ltd

Trading as **N. Bird & Son Roofing**

1. Definitions & Interpretation

1.1 **“Company”** refers to *Quality Homes Investments Ltd*, trading as *N. Bird & Son Roofing*, its employees, subcontractors, agents, and representatives.

1.2 **“Customer”** refers to the individual, company, or entity instructing the Company to carry out works.

1.3 **“Works”** refers only to the specific roofing, chimney, or associated works expressly described within the written quotation, invoice, or agreed variation.

1.4 **“Property”** refers to the building or structure at which the Works are carried out.

1.5 **“Guarantee”** refers solely to the Company’s workmanship guarantee and does not constitute an insurance-backed or absolute performance guarantee.

2. Formation of Contract

2.1 The Company reserves the right to withdraw from any quotation or proposed contract at any time prior to commencement of works.

2.2 A legally binding contract is formed when the Customer:

- Accepts the quotation verbally or in writing; **or**
- Instructs the Company to proceed; **or**
- Allows works to commence; **or**
- Makes any payment or part-payment relating to the Works.

2.3 Acceptance confirms that the Customer has read, understood, and agreed to both the **summary Terms & Conditions** provided with the quotation and these **extended Terms & Conditions** available via the Company’s website.

3. Scope of Works & Limitations

3.1 The Company undertakes **only** the Works expressly listed within the quotation.

3.2 The Company accepts **no responsibility** for:

- Areas of the roof, chimney, or property not included within the quotation
- Adjacent or interconnected elements not specifically worked upon
- Pre-existing defects, deterioration, or historic issues

3.3 Roofing systems are complex and often contain **multiple independent defects**. The presence or repair of one defect does not imply responsibility for others.

4. Liability & Exclusions

4.1 The Company shall not be liable for any loss, damage, cost, or expense arising from:

- Extreme or abnormal weather conditions (including prolonged rainfall, storms, high winds, freeze–thaw cycles, heatwaves)
- Acts of God, fire, flooding, vandalism, theft, or third-party interference
- Structural movement, settlement, subsidence, or building movement
- Pre-existing water ingress, damp, or latent defects

4.2 The Company is not responsible for:

- Internal cosmetic damage (including plaster cracking, ceiling disturbance, decoration damage) resulting from vibration or necessary execution of works
- External cosmetic damage caused unavoidably by roofing or scaffolding works (including driveways, patios, gardens, render, paintwork, paving, fencing)

4.3 Any damage occurring **after Company operatives have left site** is outside the Company's control unless proven to arise directly from defective workmanship.

5. Guarantee – Scope & Limitations

5.1 Scope

The Company provides a workmanship guarantee **only** for:

- Materials supplied and installed by the Company

- Workmanship carried out directly by the Company
- The specific areas and components detailed within the quotation or invoice

The Guarantee does **not** constitute:

- A guarantee of absolute weatherproofing
- A guarantee that leaks or damp will never occur
- A guarantee against environmental or structural factors

5.2 Exclusions

The Guarantee does **not** cover:

- Brickwork or masonry saturation
- Condensation, hygroscopic salts, or moisture transfer
- Internal damp unrelated to direct water ingress through repaired areas
- Failure or defects in adjacent, historic, or untouched elements
- Damage caused by lack of maintenance
- Damage caused by extreme or prolonged weather
- Cosmetic or decorative internal issues

5.3 Void Conditions

The Guarantee becomes void if:

- Any third party carries out work on or near the repaired area
- Solar panels, fixings, aerials, vents, or other penetrations are installed
- The Customer interferes with or alters the repaired works
- Recommended remedial works are declined

6. Chimneys – Specific Clarifications

6.1 Chimneys are inherently vulnerable to water ingress due to their exposure, age, and porous construction. Multiple contributing factors may exist simultaneously.

6.2 Diagnosis of chimney-related damp often requires a **process of elimination**, which may involve multiple inspections or specialist assessment.

6.3 Payment remains due in full where works have been completed to a satisfactory standard, even if damp persists due to unrelated factors.

6.4 **Brickwork Saturation**

Brickwork is a naturally porous material. Chimney stacks may absorb moisture during prolonged wet weather and release it internally over time. This is **not a defect** and is **not covered by guarantee**.

6.5 **Chimney Rebuilds**

Rebuilds significantly improve weather resistance but cannot eliminate the possibility of moisture penetration over time. The Company accepts no liability for residual or future masonry damp.

6.6 Additional works, removals, rebuilds, or investigations require **separate quotations**.

7. Damp, Condensation & Diagnosis Limitations

7.1 Internal damp marks and staining may be caused by:

- Condensation
- Poor ventilation
- Hygroscopic salts
- Moisture migration within masonry
- Environmental factors

7.2 Visual inspection alone **cannot always determine the true cause** of damp.

7.3 The Customer accepts that:

- The Company cannot be held liable for “misdiagnosis” where damp is later found to be internal or environmental in origin
- Roofing works cannot resolve condensation-related damp

7.4 Where damp persists and works are confirmed sound, the Company reserves the right to recommend referral to an **independent damp or condensation specialist**.

8. Flat Roofs

8.1 Ponding water is not always a defect and does not automatically constitute a failure of workmanship.

8.2 Pitch alterations require additional structural works and are excluded unless expressly quoted.

8.3 Damaged decking discovered during works is chargeable.

9. Pricing & Variations

9.1 Quotations are based on visible conditions at the time of inspection.

9.2 Roofing works frequently reveal hidden issues once opened up.

9.3 Additional works:

- Will be charged at a fair and reasonable rate
- Will be communicated prior to proceeding where possible

9.4 If additional recommended works are declined, the Company accepts no liability for performance or guarantee of the affected area.

10. Additional Works, Variations & Customer Consent

Identification of Additional Works

During the course of roofing works, it is common for previously hidden defects, deterioration, or related issues to become apparent once materials are opened up or access is gained. Where this occurs, the Company will advise the Customer of any **additional works** that are necessary or recommended in order to complete the original scope to a satisfactory and professional standard.

10.1 Quotation & Acceptance of Additional Works

Any additional works identified will be:

- Clearly explained to the Customer
- Quoted for separately (verbally or in writing)
- Undertaken **only following the Customer's instruction or acceptance**

Acceptance may be given verbally, in writing, by message, or by instruction to proceed. Once accepted, additional works form part of the contract and are chargeable accordingly.

10.2 No Duress or Obligation

The Customer acknowledges and agrees that:

- There is **no obligation** to accept any quotation for additional works
- The Company does **not** apply pressure, coercion, or duress
- Customers are actively encouraged to:
 - Seek advice from friends or family
 - Obtain alternative quotations
 - Take time to consider any additional works

If requested, the Company will make the affected area **temporarily safe and weatherproof**, allowing the Customer time to consider options or instruct another contractor. In such cases, the Customer will only be invoiced for works completed to that point.

10.3 Customer Choice & Responsibility

Where additional works are declined:

- The Company accepts no liability for the performance, longevity, or guarantee of the affected area
- The Company is not responsible for defects arising from incomplete or declined works
- Any temporary weatherproofing does not constitute a permanent solution or guarantee

10.4 Completion & Payment for Accepted Additional Works

Where additional works have been:

- Quoted
- Accepted
- Carried out to a satisfactory standard

Payment is due in full, regardless of any subsequent change of mind, price comparison, or external advice obtained after completion.

10.5 Price Comparison & Market Research

The Customer acknowledges that:

- Pricing reflects the Company's experience, overheads, workmanship standards, and business structure
- The Company operates as a **premium contractor** and does not compete with lower-cost providers, sole traders, or one-man-band operators
- Price comparisons obtained **after works have been completed** do not invalidate the agreed price or form grounds for non-payment, dispute, or refund

The Customer confirms that they had the opportunity to seek alternative quotations **before** accepting any additional works.

10.6 No Retrospective Disputes

The Company will not accept claims that additional works were:

- Unnecessary
- Overcharged
- Undertaken under pressure

where those works were accepted and completed in good faith and to a satisfactory standard.

11. Payment Terms

11.1 Payment is due within **48 hours** of completion unless otherwise agreed in writing.

11.2 Late payment may result in:

- Recovery action
- Suspension or withdrawal of goodwill gestures

11.3 Credit card payments are not accepted.

12. Access, Safety & Site Conditions

12.1 The Customer must provide safe and unrestricted access.

12.2 Additional access equipment may incur extra charges.

12.3 Temporary weather exposure during works is sometimes unavoidable and does not constitute liability.

13. Additional Clauses

13.1 **Hidden Defects** – The Company is not liable for latent defects uncovered during works.

13.2 **Asbestos** – Discovery will halt works until removal by licensed specialists.

13.3 **Materials & Supply** – Delays caused by suppliers are not the Company's responsibility.

13.4 **Waste Disposal** – Additional waste from unforeseen works may incur additional costs.

14. Reputation & Misrepresentation

14.1 False, misleading, or defamatory statements that harm the Company's reputation may result in legal action.

15. Governing Law

These Terms & Conditions are governed by English Law and subject to the exclusive jurisdiction of the English Courts.

16. Guarantee Documentation & Record Keeping

Customer Responsibility for Documentation

It is the Customer's responsibility to retain all invoices, receipts, guarantees, and related documentation issued by the Company.

The Company is not responsible for storing, retrieving, or reproducing copies of invoices, receipts, or guarantee documents once works have been completed and payment has been made.

17. Unauthorised Use of Scaffolding

All scaffolding erected by the Company remains under the sole control and responsibility of the Company for the duration of the works.

No person other than:

- The Company's employees; or
- Contractors expressly appointed and authorised by the Company

is permitted to access, use, adapt, interfere with, or load the scaffolding for any purpose whatsoever.

Unauthorised use of the scaffolding by:

- The Customer
- Neighbours
- Other trades
- Tenants
- Visitors or third parties

is strictly prohibited.

17.1 The Company accepts no liability for any injury, damage, loss, defects, or compromised works arising from unauthorised access to or use of the scaffolding.

Any unauthorised use or interference may:

- Invalidate the workmanship guarantee for the affected area
- Delay works
- Result in additional charges

- Require scaffolding to be altered, reinstated, or removed at the Customer's expense

17.2 The Customer is responsible for ensuring that no unauthorised persons access or use the scaffolding at any time.

18. Use of Existing Roof Areas, Design Limitations & Poorly Located Services

In order to safely carry out roofing works, it may be necessary for operatives or access equipment to stand on, traverse, or work from existing roof areas, including flat roofs. Where such roof coverings are aged, fragile, poorly maintained, inadequately designed, or already in a compromised condition, disturbance or failure may occur despite reasonable care being taken.

The Company accepts no liability for leaks, damage, or failure arising from:

- The use of existing roof areas for access
- Inherent defects in the original design of the building or roof
- Inadequate falls, detailing, or construction methods
- Poorly designed or poorly installed plumbing, drainage, or service penetrations
- Pipes, outlets, or services positioned too close to flat roofs, abutment walls, or waterproofing details

18.1 The Company can only work with the design and construction that exists at the property and cannot be held responsible for historic design decisions, construction methods, or third-party installations. Any issues arising from poor design, poor installation, or pre-existing defects are considered outside the scope of workmanship guarantee.

18.2 Where design or service-related risks are identified, the Company may recommend alterations or remedial works. Such works fall outside the original scope and may require separate quotation and instruction

19. Additional Protections, Limitations & Clarifications

19.1 Non-Transferability of Guarantees

Any guarantee provided by the Company is issued **solely to the original Customer** named on the quotation and invoice.

Guarantees are **not transferable** to:

- Subsequent owners
- Purchasers
- Tenants
- Landlords
- Managing agents
- Third parties

unless expressly agreed in writing by a Director of the Company.

The existence of works at a property does not, in itself, create any entitlement to a guarantee for parties other than the original Customer.

20. Customer Maintenance Responsibilities

The Customer acknowledges that all roofs, chimneys, and associated elements require **ongoing maintenance**.

The Company's guarantee does not cover failure, deterioration, or performance issues arising from:

- Blocked gutters, outlets, or downpipes
- Moss, debris, or vegetation build-up
- Lack of routine inspection or maintenance

- Failure to address minor issues promptly

20.1 Routine maintenance remains the responsibility of the Customer at all times.

21. Access for Inspection & Remedial Works

To allow the Company to assess or undertake any guarantee-related works, the Customer must provide **reasonable and safe access** to the property and affected areas.

Failure or refusal to provide access may result in:

- Suspension of any guarantee obligations
- Delay or refusal of remedial works
- The issue being deemed outside guarantee

The Company is not responsible for deterioration caused by delayed access.

22. Time Limits on Raising Issues

Any concern or defect must be raised within a **reasonable time** of it becoming apparent.

The Company will not accept liability for:

- Issues reported after prolonged delay
- Damage that has worsened due to inaction
- Claims where the timing of the alleged defect cannot reasonably be established

Delay in reporting may invalidate guarantee coverage.

23. Temporary Make-Safe & Weatherproofing Works

Where temporary make-safe or weatherproofing works are carried out:

- These are intended as **short-term protective measures only**
- They do not constitute permanent repairs
- They carry no long-term performance guarantee

Permanent remedial works require a separate quotation and instruction.

24. Scaffolding & Third-Party Interference

The Company accepts no liability for damage, alteration, or interference caused by:

- Other contractors or trades
- Occupiers
- Neighbours
- Tenants
- Unauthorised access to scaffolding or roof areas

Any such interference may invalidate the guarantee for the affected area.

25. Photographic & Site Records

Photographs, videos, and site records taken by the Company:

- Accurately represent site conditions at the time recorded
- May be used to evidence condition before, during, and after works
- Shall be deemed authoritative in the event of dispute

The absence of photographs provided by the Customer does not override Company records.

26. Aesthetic Appearance & Natural Variations

Roofing materials are subject to natural variations in:

- Colour
- Texture
- Finish
- Weathering patterns

These variations:

- Do not affect performance
- Are not defects
- Do not constitute grounds for complaint or remedial works

Visual appearance does not form part of any guarantee unless expressly stated.

27. Verbal Statements & Informal Communication

Only the following documents form the contractual agreement:

- The written quotation
- The invoice
- These Terms & Conditions

Verbal statements, informal comments, site discussions, or messages made by operatives or representatives do not amend or override the contract unless confirmed in writing by the Company.

27.1 Cooling-Off Period & Early Commencement of Works

Where the Customer enters into a contract with the Company at a distance or off-premises, they may have a statutory right to cancel within a 14-day cooling-off period.

By instructing the Company to commence works within the 14-day cooling-off period — including, but not limited to, the erection of scaffolding — the Customer:

- Expressly requests that works begin within the cooling-off period; and
- Acknowledges that once works have commenced, the statutory right to cancel is lost.

If the Customer cancels after works have begun, the Company reserves the right to recover:

- The full cost of works completed; and
- Any reasonable costs incurred up to the point of cancellation, including

scaffolding, labour, materials, and associated expenses.

27.2 By instructing us to proceed, including permitting the erection of scaffolding or the commencement of any works, you expressly request that works begin within the 14-day cooling-off period and acknowledge that your statutory right to cancel will be lost once works have commenced.

28. Exceptional & Prolonged Weather Conditions

The Company accepts no liability for failure or damage caused by:

- Exceptional weather events
- Prolonged rainfall
- Storm conditions
- Freeze-thaw cycles
- Abnormal climatic patterns

Such conditions fall outside normal operating assumptions and are not covered by guarantee.

29. Subcontracted Works

Where the Company engages subcontractors:

- They act on behalf of the Company
- Their works are subject to these Terms & Conditions
- Responsibility is limited to workmanship within the agreed scope

The Company does not accept liability for works undertaken by subcontractors not appointed by the Company.

30. Business Continuity & Entity Limitation

The Company's obligations are limited to:

- The legal trading entity in existence at the time of contract

- Statutory and contractual limitation periods

No guarantee or liability extends indefinitely or beyond lawful limitation periods.

31. Approved Communication Channels

Formal communications relating to:

- Guarantees
- Variations
- Complaints
- Disputes

must be conducted through Company-approved channels.

Messages via social media platforms, third-party review sites, or informal messaging services do not constitute formal notice.

32. Retrospective Price Comparison & Market Research

The Customer acknowledges that:

- Pricing reflects the Company's experience, standards, overheads, and operating model
- The Company does not compete on price alone
- Retrospective market research or alternative quotations obtained after works are completed do not invalidate the agreed price

32.1 Completed and accepted works remain payable in full.

33. Good Faith Requirement

All interactions, claims, and complaints must be made in **good faith**.

The Company reserves the right to decline engagement where complaints are raised solely to:

- Seek retrospective discounts
- Apply commercial pressure
- Avoid payment

34. Further Limitations, Third-Party Matters & Customer Responsibilities

34.1 Third-Party Reports, Surveyors & Insurers

The Company shall not be bound by, nor accept liability based upon, any opinions, findings, reports, or recommendations provided by third parties, including (but not limited to) surveyors, insurers, loss adjusters, damp or condensation specialists, or other contractors, where such parties have been instructed without the Company's prior involvement or consent.

Third-party reports are frequently prepared without full knowledge of:

- The agreed scope of works
- Site conditions at the time works were undertaken
- Environmental, structural, or building-specific factors

Accordingly, such reports do not constitute evidence of defective workmanship and do not override the Company's own inspections, records, or professional assessment.

35. Nature of Guarantee (Workmanship Only)

Any guarantee provided by the Company is a workmanship guarantee only.

It is not:

- An insurance-backed policy
- A guarantee against all future leaks, damp, or defects
- A guarantee against prolonged or extreme weather conditions
- A guarantee that the property will remain entirely free from moisture

Customers are advised that the Company's guarantee does not replace the need for appropriate buildings and contents insurance.

36. Internal Damage & Insurance Responsibility

The Company accepts no liability for:

- Internal damage
- Decorative damage
- Damage to plaster, ceilings, walls, or finishes
- Damage to contents, fixtures, or personal belongings

arising from leaks, water ingress, damp, or moisture, whether occurring before, during, or after the Works.

36.1 Customers are responsible for maintaining adequate home insurance to cover such losses. The Company does not cover the cost of internal repairs, redecoration, or reinstatement, which should be addressed through the Customer's insurance provider.

37. Older & Traditionally Constructed Buildings

Many properties, particularly older or traditionally constructed buildings, were not designed to perform to modern standards of weather resistance, insulation, or moisture control.

The Company does not guarantee that Works will:

- Eliminate all moisture ingress
- Prevent condensation
- Bring historic or traditional structures in line with contemporary building performance expectations

Works are carried out to improve performance within the inherent limitations of the existing structure.

38. Health, Safety & Suspension of Works

The Company reserves the right to suspend, delay, or amend the sequencing of Works where required for health and safety reasons, including but not limited to:

- Unsafe weather conditions
- Structural instability
- Unsafe access
- Discovery of hazardous or unexpected materials

Such suspension or delay shall not constitute breach of contract and shall not give rise to any entitlement to compensation, refund, or price reduction.

39. Neighbours, Boundaries & Third-Party Property

39.1 It is the Customer's responsibility to:

- Inform neighbouring property owners or occupiers of the proposed Works
- Make neighbours aware that scaffolding and access equipment may encroach onto their land or airspace

- Obtain any necessary permissions relating to boundaries, access, or shared structures

39.2 The Customer acknowledges that:

- Temporary access over neighbouring land or roofs may be required
- Scaffolding may encroach onto neighbouring property
- Minor disturbance to neighbouring roof coverings or structures may occur where reasonably necessary to carry out the Works safely and correctly

39.3 The Company accepts no liability for disputes, objections, or claims raised by neighbours arising from the Works, provided the Works are undertaken reasonably and professionally.

40. Planning Permission, Building Control & Statutory Notices

Unless expressly stated otherwise in writing within the quotation or agreed scope of works, the Company does not arrange, apply for, or manage:

- Planning permission
- Listed building consent
- Building control applications
- Building notices
- Party wall matters

40.1 Where the Company has expressly agreed to arrange such matters, this will be clearly specified in writing and limited to the scope described.

In all other cases, responsibility for obtaining any required approvals, consents, or notices rests solely with the Customer. The Company accepts no liability for enforcement action, delays, or costs arising from failure to obtain the necessary permissions.

41. Disturbance, Inconvenience & Consequential Loss

The Company shall not be liable for:

- Loss of use of the property
- Business interruption
- Inconvenience
- Noise, dust, vibration, or general disruption

These are unavoidable aspects of roofing and construction works and do not constitute grounds for complaint, compensation, or price reduction.

Final Clarification Statement

These extended Terms & Conditions exist to ensure clarity, fairness, and transparency for both parties. They do not reduce statutory consumer rights but define the practical and technical limitations of roofing and chimney works.



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