



## Conditions Applicable to Subcontract Orders and Agreements for Thomas Roofing Limited

### 1. Thomas Roofing Limited

For the sake of this document **Thomas Roofing Limited** will be known as 'We/Us/Our/Ourselves' and the Customer as 'You/Your/Yourselves' from here on in.

### 2. When does your contract start?

Your contract will commence on receipt of written acceptance of our quotation by letter/email. If the quotation exceeds the stated price of £1,000.00 (exclusive of VAT), then a deposit will be required upon acceptance of the quotation (Deposit not exceeding 1/3 of the stated price). This in turn will be your acceptance of this Terms and Conditions and any revised Terms and Conditions in the future. On receipt of this we will provisionally schedule your project in and send a letter/e-mail of confirmation.

Should any circumstances change both parties will be notified within 48 hours prior to the commencement of work.

### 3. Our quotation to you.

A period of 30 days will be granted for the validation of the quote given by its printed date. Any work wishing to be contracted after the 30 day grace will require a new and possibly amended quote.

Our quotation will be calculated with all the information supplied to us. Any variations of significant detail may incur additional costs which may include delivery charges if applicable. We reserve the right to charge accordingly.

### 4. Lighting and Work conditions

All areas are to be lit to a reasonable standard. If additional lighting is required i.e.: building sites, then this is to be in place before work can commence unless prearranged by both parties. Any delay in the commencement of work in achieving a reasonable standard of lighting could affect the completion of our work on time and incur additional costs.

### 5. Accessing the site.

We will require all access to premises to be pre-arranged by you for any restricted areas that may need to be worked in. Any delay caused by having to arrange access ourselves or not pre-arranged, may incur additional costs if the project runs over because of such an event.

All permits to be pre-arranged and co-ordinated prior to commencement of works if required.

## **6. Time scales.**

Job completion date to be agreed with you and will be worked towards to the best of our abilities, however rconditions and alterations may alter the stated finish date.

## **7. Additional works.**

No additional works will be carried out unless the relevant paper work (as stated in paragraph 2) is received in time to amend the quotation for the initial contract. All efforts will be made on our behalf to ensure that the additional work can be met with in the time allocated to the initial contract phase.

You may contact the team leader on site and arrange additional works through him, he will then arrange a price from the office, who in turn will return this to the roofer onsite to pass on. If you approve, Written approval will be required of acceptance and This will act as a purchase order and have the same terms and conditions.

## **8. Working Hours.**

Our engineers work a maximum of one eight (8) hour shift per day Monday to Friday 8.00am to 4.30pm, The job accepted by you may have varying working hours, due to weather, deliveries etc. Also the job itself may have a varying time frame, so there are no set hours onsite, however you will be charged accordingly for the time and work completed.

## **9. Cancellation or Change of materials outside of quotation**

In the event of a cancellation of the agreed quoted job. Any materials will still be charged for in agreement of this document. Also a restocking charge or collection charge will be applicable

## **10. Risk Assessments and Method Statements.**

Risk assessments and Method statements will be issued on request, however they will be completed for jobs and will be stored with Thomas Roofing Limited unless requested..

## **11. Health and Safety.**

We reserve the right to cease work at any time due to any Health and Safety issues. (I.A.W. The Heath and Safety Act 1974). Our employees are under strict instructions to adhere to all aspects of self-preservation and report any issues to the Health and Safety Officer of Thomas Roofing Limited and the relevant person on the premises.

We shall not be held responsible for any issues outside the reasonable boundaries that can be expected of a competent and fully trained member of our team. Any issues regarding the health and safety should be brought to the attention of the Director of Thomas Roofing Limited.

## **12. V.A.T.**

12.1 Thomas Roofing Limited are VAT Registered, the price given in the quotation is subject to an additional 20% VAT, unless Paragraphs 2 and 7 above apply.

### **13. Payment.**

Payment will be on a strict 14-day term, unless an agreement of different payment terms has been reached and is agreed in writing.

For projects that exceed 1 month we will invoice on a monthly basis for the work carried out for the previous month. A final invoice will be issued at the end of the project with the final month outstanding and a statement of payment for the invoices that have been paid.

We reserve the right, in accordance with, the '*Late Payment of Commercial Debts (Interest) Act 1998*' and as amended and supplemented by the '*Late Payments of Commercial Debts Regulations 2002*' to charge interest on overdue payment at a rate of 8% plus the Lloyds Bank Base Rate on a daily basis.

We also reserve the right, by law to claim compensation for wasted man-hours chasing bad debt at rate of

- £40.00 for debts below £1,000.00 (*per month*)
- £70.00 for debts between £1,001.00 and £10,000.00 (*per month*)
- £100.00 for debts over £10,000.00 (*per month*)

We will give a period of 7 days, after the required 30-day term (total of 37 days) before seeking legal advice on retrieving payments due to ourselves.

Goods remain the property of Thomas Roofing Limited until payment has been

received in full. We reserve the right to reclaim any goods not paid for in full. This may include contacting the end user to enforce our policy.

### **14. Law**

The Law of England will be the proper Law of this Contract

### **15. Flat and Pitched Roofing Plaster Damage**

During removal of existing boards from joists or when movement is happening on the roof, in a loft garage roof for instance, there is a small chance that fine plaster cracks will result from movement of joists as the timbers "relax" also there is a possibility of plasterboard nail heads "popping". These may have to be "skimmed" or "touched up" by the customer.

### **16. Flat Roof Puddling**

If an existing flat roof suffers from water pooling then the replacement rubber, fibreglass or felt roof may well have the same problems. The best way to solve this issue is to apply a "fall" to the roof, this is achieved by bespoke hand made timber wedges called "firrings". They lift one end of the roof higher than the other creating a gradient or "fall". If we believe that "firrings" would be beneficial to the customers drainage we will include this in the quotation. If a roof suffers from puddling after a new roof has been fitted, unfortunately Thomas Roofing Ltd can not be liable for this, if we were not made aware before hand that puddling is an issue, but also taking into consideration that the roof is flat, and will naturally hold water.

## **17. Flat Roof Over boarding**

If we come to carry out any flat roofing work were we are required to strip off the existing timber decking. If we find that the roof has been 'over boarded' meaning that new timber boards have been laid over the top of an existing timber board. If we are not made aware of this at the time of quoting, or if it is not discovered until work has commenced, then we reserve the right to charge for additional labor and waste removal for the additional roof structure.

## **18. Notice of Right to Cancel the Contract - 14 Day Cooling off Period**

### **Customer Cancellation Rights**

You have the right to cancel this contract if you wish, within 14 calendar days starting on the day of this notice of right to cancel is issued.

Cancellation should be communicated in writing by delivery, post or e mail to the person shown above.

The following cancellation notice may be used to exercise this right and can be issued in person or sent by post- in which case you are advised to obtain a certification of posting or recorded delivery slip. You are advised to take a copy of the cancellation notice before returning it to the trader.

### **Work begun prior to the expiry of the cancellation period**

If you have agreed in writing that work will commence before the 14-day cancellation period expires  
AND

You subsequently cancel in accordance with your rights, you are advised that reasonable payment may be due for any work carried out.

You are asked to confirm in writing that work may commence before your cancellation period expires.

## Cancellation Notice

If you wish to cancel the contract you **MUST DO SO IN WRITING** and delivery personally or send this (by post or e mail) to the person named below. You may use this form if you wish but you do not have to. Complete, detach and return this form **ONLY IF YOU WISH TO CANCEL THE CONTRACT**

To:

Thomas Roofing Ltd  
Unit 27 Garden City Industrial Estate  
Sealand Avenue  
Garden City  
Flintshire  
CH5 2HW

Or By Email

[thomasroofinguk@gmail.com](mailto:thomasroofinguk@gmail.com)

I/We (delete as appropriate) hereby give notice that I/We wish to cancel the contract.

## Customer Details

Signature:

Date:

Name:

Address:

Postcode;

---

**Work commencing prior to the expiry of the cancellation period**

If the customer agrees that work may start before the cancellation period expires, they should sign below to confirm this agreement and that they understand that if they decide to cancel within 14 days, reasonable payment may be due for work carried out prior to cancellation.

I/We agree that **Thomas Roofing Ltd**  
May commence work on..... Before the cancellation period has expired.

I understand that id I decide to cancel within seven days, I may be asked to pay for any work that has been carried out prior to my cancellation.

**Signed**..... **Name**  
.....

**Date** .....

**Address**.....  
.....

.....  
**Postcode**.....