Moran Roofing Specialists Ltd
T & C's

Definitions:
'MRSL' – Moran Roofing Specialists Ltd.
'The Company' shall mean Moran Roofing Specialists Ltd
'The Customer' shall mean the signatory (ies) to this contract.
'The Services' shall mean all works undertaken by the Company for the Customer.
'Contract Price' shall mean the price as quoted by the Company and agreed by the Customer together with the price of all additional work carried out by the Company as instructed by the Customer.
'The Installation' shall mean all goods and services supplied by the Company to the Customer.
'Variation' shall mean goods and services supplied by the Company wholly of partly or in addition to those quoted and agreed as stated overleaf.
'Extras' shall mean additional goods and services supplied by the Company at the request of the Customer.
'Completion' shall mean when the installation has been finished.
'Ponding' shall mean the accumulation of surface water upon the installation.
'Estimate' shall mean appropriate judgement of value of cost of works and duration of Contract.
The Customer acknowledges that the Company is not engaged to provide consultancy services to diagnose and prescribe remedies to problems of building structure and design.

1. This Contract shall constitute the whole agreement between the Company and the Customer. Variations or amendments shall only be binding in writing and signed by an authorised representative of the Company.

2. The Company hereby agrees to provide the goods and services stated within the quote at the contract price. Should the Company find during the execution of work that the contract cannot be properly undertaken due to the state or condition of the Customer's property, then the Company shall have the right to terminate the agreement with immediate effect on terms that the Customer shall be liable to pay the Company the cost of the Goods and Services already supplied by the Company at the contract rate including Variations and Extras unless the Company and the Customer shall agree any Variations that in the opinion of the Company, shall be required to enable them to properly perform the contract. The price of such Variations and any Extras shall be agreed in writing between the Customer and the Company.

3. The Customer shall permit the Company, its Servants or Agents such access to the property that the Company reasonably requests for the purpose of surveying, installing and inspecting the works and shall also provide, free of charge to the Company during the installation a storage area for the Company's materials as well as 110 / 240 Volt electric power and water.
If toilet facilities cannot be provided or accessed during the period of services, we reserve the right to supply facilities at an extra cost above and beyond the agreed contracted quotation.

Disclaimer: This information was correct at the time of going to press.

Moran Roofing Specialists Ltd
T & C's

Furthermore, the Customer will not interfere with the work of the Company, its Servants or Agents during the installation period. If the Customer fails to permit the Company sufficient access for the Company to complete its contractual obligations the Company shall be entitled to treat the Contract as repudiated and shall be entitled to receive from the customer the full contract price.

4. The Company shall use its reasonable endeavours to adhere to any delivery and installation period quoted. So far as it is able but time shall not be of the essence and the Company shall not be responsible for any loss or damage sustained by the Customer by reason of any estimated delivery installation or completion or other date quoted not being adhered to.

5. The Company shall not be liable in respect of any loss damage or delay which may be caused by factors outside the control of the Company such as, but without limitation, lack of access, illness, breakdown in machinery, strikes, lock-outs, adverse weather conditions prior to or during the installation, injury to the Company's workforce, failure to obtain materials as and when required, disorganisation of the construction industry (or any industry) affecting the contract and work may be partially or wholly suspended by the contractor until the dislocation has ended. Any loss or expenses arising there from, shall be bourne by the customer and paid to the contractor by way of an additional sum added to the quotation.

6. During installation the Company will use its reasonable endeavours to keep the Customer's building and possession in a weatherproof state but by reason of the nature of the work undertaken by the Company, the Company cannot take responsibility for damage to the Customer's building or possessions by ingress of water or wind unless a temporary roof is installed at the Customer's expense. It is the Customer's responsibility to protect the contents of his property which maybe underneath or in the vicinity of the installation, during the course of the installation.

7. The Customer acknowledges that small cracks or loose plaster necessitating re decoration may occur in any ceiling immediately below any roof installation and the Company shall not be responsible for the cost of re decoration or consequential damage to the property or contents where such damager is a result of;

- Weak or defective existing structures
- Soot or other falls
- Ceiling that are fixed directly to the rafter or joists.
- Where the contractor's recommendations have not been followed.
- Delays outside the contractors control.

Disclaimer: This information was correct at the time of going to press.

Moran Roofing Specialists Ltd
T & C's

8. A deposit of 15% of the quoted value of the works becomes payable after a 14 day call off period, from the date of agreeing the contract. On completion of the installation the Customer shall pay the Contract price less any deposits already paid, and the Company shall deliver to the Customer a receipted invoice within seven days of completion.
Upon delivery of material and / or the erection of any scaffolding and / or the commencement of the service, the customer will pay the contractor 25% of the quoted value of the works.
The invoice shall also contain the price of any agreed Variations and / or Extras. For the avoidance of doubt the Customer shall not be entitled to refuse payment of the invoice of the main contract only on the ground that he disputes the invoice for any of the Variations or Extras. The Customer shall pay contractual interest at the rate of 8% above the national base rate per month from time to time on the monies due in respect of invoices delivered by the Company to the Customer from seven days after posting. Contracts may contain a provisional sum / cost. A provisional sum is an allowance (or best guess), usually estimated by a cost consultant, that is inserted into tender documents for a specific element of the works that is not yet defined in enough detail for the contractor to accurately price.

9. Value Added Tax at the appropriate rate shall be payable on all monies due from the Customer to the Company pursuant to this Contract.

10. Upon payment of all monies due from the Customer to the Company under this Contract the Company will, within seven days, issue its guarantee (where applicable). The Customer acknowledges that any insurance backed guarantees will be issued directly by the insurance company within their own time scale and that the Company has no influence regarding this matter. For the avoidance of doubt this guarantee shall not be formally binding upon the Company until all monies due to the Company have been received by the Company.

11. The Company shall have the right to suspend work immediately and without prior notice in the event that any sum due by the Customer to the Company shall be outstanding and unpaid on the due date until such time as the sums in question are paid. The Company shall not be liable for any loss or damage incurred or suffered by the Customer shall indemnify the Company in respect of all losses and costs which the Company may suffer or incur as the result of such suspension.

12. The materials supplied to any contract shall remain the property of the Contractor until the Customer has paid the Contract Price in full.
The contract gives no warranty in respect of products and materials which the customer has specified, and the customer shall indemnify the contractor against any claim, howsoever arising, in respect any materials specified by the customer.
Any existing structure or materials stripped and/or removed during the course of the services shall become the property of the contractor unless agreed otherwise in writing.

Disclaimer: This information was correct at the time of going to press.

Moran Roofing Specialists Ltd
T & C's

13. The Customer is responsible for obtaining all necessary permissions and approvals prior to the carrying out of the works.
The customer shall be responsible for complying with every bye-law or other lawful requirement or instruction relevant to the works and in particular, shall obtain, before commencement of the services, every necessary planning approval, licence, permit, consent or authority that may be required in connection with the services, goods or materials. The company shall be reimbursed by the customer in full for all loses arising from non-completion of services and/or any expenses arising out of the need to expend additional money as a result of any failure by the customer.

TERMS & CONDITIONS OF SALE

1. Moran Roofing Specialists Ltd. have not included for the redesign of any the falls in the roof levels. The new membrane system will be installed onto the existing constructed joist levels. Any water that may be retained on the finished roof surface will not affect the terms of the issued guarantee and MRSL will not be held liable for any claims or withholding of monies as a result of any such occurrences.

2. The client, prior to commencement of any works, must specifically instruct for the reconstruction of any roof falls if this is a clients' requirement of the proposed works.

3. The removal of debris, if quoted, will include for all existing materials removed from the quoted works area. This will not include client's own private rubbish or waste, nor will it include the removal of any dust deposits to the surrounding area as a result of the works.

4. If the works are to be accompanied with a guarantee, no such guarantee will be issued until receipt of full payment for the works is received.

5. In the event of a guarantee being issued without payment being received, any such guarantee will be void and invalid until said payment is received.

6. The goods used during the works will remain the sole property of MRSL. until receipt of full payment of the invoiced works.

7. During the works, some debris may be deposited to the area below. Any items that require protection should either be removed or protected by the client prior to commencement of the works.

Disclaimer: This information was correct at the time of going to press.

Moran Roofing Specialists Ltd
T & C's

8. Any works that involve access or works in association with neighboring properties should have permission granted between the said neighbors and the client. Any such permission is deemed to have been granted prior to commencement of the works.

9. Any damage caused to ceilings, plasterboard, plaster, artex or any such materials as a result of any re-roofing works will not be the liability of MRSL to make good.

10. In the event of exposing bats or similar wildlife within the fabric of the building during the works, and if such exposure results in the cessation of works, delays or additional works being required, such costs must be paid for by the client.
If any wasp or bee's nests are present, they must be removed before the contract starts.
Contractor shall be reimbursed by the customer in full for all loses arising from non-completion of works, loss of time and / or any expenses arising out of the need to expend additional money as a result of any failure by the client to eliminate the issue prior to works commencing.

11. Repairs.
When contracted by customer to do a 'repair', a repair is not a permanent fix. The contractor will not be held liable if the repair does not fix the issue. To be clear, repairs do not come with a guarantee.

12. Chimneys with boiler / log burner flu
Any works required involving boiler / log flu / stoves etc. will require a Heatas Engineer to sign off once the quoted works are completed, at a cost to the customer.

<u>Building Regulations Part L1B</u>

13. "In the event you accept our quotation you are deemed to have sought the appropriate Permissions and Approvals. Failing that, you are advised that you should seek approval for these works from your Local Area Building Control prior to commencement, thus to ensure your existing roof insulation conforms to the required value in the Building Regulations."

14. "Due to recent changes in the Building Regulations Part L1B, which relates to thermal insulation of existing domestic properties, we are obliged to inform you that householders are responsible for applying to their Local Area Building Control department, prior to any roofing works commences, to confirm that the roof insulation conforms to the current Building Regulations."

Disclaimer: This information was correct at the time of going to press.