

Terms and conditions for MLW Roofing Limited

MLW Roofing Limited provides services and purchases materials for its customers on the following terms and conditions.

1. The meaning of some words used in our terms and conditions.
 - a. 'We', 'us' or 'our' is a reference to MLW Roofing Limited whose registered office is in England & Wales at 15 Blanford Road, Reigate, Surrey, RH2 7DP . Company Number 12281872 .
 - b. 'You' or 'your' is a reference to the person to whom we are providing our services and who is required to pay for the services we provide.
 - c. 'Materials' means any materials, goods, parts or items we need to buy necessary in order to perform the services you require.

2. Entering into a legally binding contract
 - a. A contract between you and us will come into being in one of two ways:
 - i. When you confirm in writing/email that you are happy with the quotation we have sent you, you will enter into a legally binding contract on the date you notify us.
 - ii. Where you and we agree orally that we should provide the services then there will be a legally binding contract on the date of the oral agreement.

 - a. We suggest that before you confirm in writing/email or orally to us providing services that you read through these terms and conditions. If you have any questions concerning our T's & C's, please contact us.
 - b. You should keep a copy of these terms and conditions for your records.

3. Providing our Services
 - a. Once we and you have entered into a legally binding contract, we will confirm a date of when we expect to carry out the services. Occasionally the services will be provided at some other date or time, dependant on other factors.
 - b. Our aim is to always provide you with the services:
 - i. Using care and skill
 - ii. In compliance with commonly accepted practices and standards in the Roofing Industry.
 - iii. In compliance with England and Wales laws and regulations in force at the time we carry out the services.

4. Days and times when we normally provide the services
 - a. Unless we agree otherwise, we will provide the services on normal working days and start work no earlier than 8am and finish no later than 10pm. A normal working day for us means Monday to Friday, excluding Bank holidays or any other National holidays

5. Materials

- a. At the time we perform the services we may not have all the materials we need to perform the services. This may be for a number of reasons as summarised below.
 - i. Whether or not we have provided a quotation, the condition of an item which is then subject of the services may only become apparent when we start performing the services and it was not reasonably possible to establish it until that point. In such cases we may need to purchase materials. If the materials are available from a local supplier, we would travel to the supplier and purchase the materials and return to continue performing the services. If the materials are not available from a local supplier, we would then order the materials then return at an agreed later date to continue to perform the services.
- b. All materials we have purchased for the services you require belong to us until our invoice has been settled by you in full.
- c. Any surplus materials on completion of the services provided to you belong to us.
- d. We accept no responsibility for any faulty materials and you would need to pursue any manufactures in this regard.

6. Timing

- a. We aim to carry out the services by the dates and times we either agree with you or notify to you. But we cannot guarantee or provide a firm commitment that:
 - i. We will start performing the services by a specified date or time; or
 - ii. We will complete the performance of all the services by any specified date or time; or
 - iii. The performance of any individual part of the services will be completed by a specified date or time; or
 - iv. The materials ordered will be delivered at the times or dates specified: or
 - v. we will start or complete the services by a specified date because of bad weather conditions.

7. Situations or events outside our reasonable control

- a. There are certain situations or events which occur which are not within our reasonable control (some examples are given in the next numbered paragraph). Where one of these occurs, we will normally attempt to recommence performing the services as soon as the situation which has stopped us performing the services has been resolved. In such circumstances there may be a delay before we can start or continue performing the services.
- b. The following are examples or events or situations which are not within our reasonable control:
 - i. where weather conditions make it impossible or unsafe for us to perform any of the services;
 - ii. if the materials are not delivered on the date or at the time agreed with the supplier (and it is not possible to obtain a replacement from an alternative supplier at all or within a reasonable amount of time, or the price charged by the alternative supplier is excessively higher than by the original supplier if ordered at short notice);

- iii. where you make a change in the services you wish us to perform (and this results in, for example, us having to do further work or wait for new or different materials);
- iv. where we have to wait for other providers of services (who have been engaged by you) to complete their work before we are able to perform our services (or the relevant part of the services dependant on the other provider);
- v. where we are unable to gain access to the premises to carry out the services at the times and dates we have agreed with you;
- vi. where the areas at the premises have not been readied by you as we and you have agreed in order for us to perform the services;
- vii. for some other unforeseen or unavoidable event or situation which is beyond our control.

8. Prices, quotations, and payments

- a. We normally charge for our services as per detailed quotation sent to you exclusive of VAT.
- b. We may sometimes need to charge you a higher amount than stated in the quotation. This can occur for a number of reasons, in particular where:
 - i. What you require us to do changes, or the amount of work or services you require us to provide increases or is different to what we and you agreed before we started performing the services and as stated in the quotation; or
 - ii. When we start providing the services it becomes apparent that the quantity of services we will need to perform or that the type of work that is involved is different to what we agreed before we started performing the services and we could not reasonably foresee this before we started performing the services; or
 - iii. Where the amount of work involved is greater than that stated in the quotation then the following will happen:
 - 1. If the amount of extra time we need to spend to complete performing the services will mean that the extra amount payable by you will not exceed 10% of the amount stated in the quotation, then we will carry on providing and completing the services without contacting you and obtaining your agreement; or
 - 2. Otherwise we will not continue performing the services and we will seek your approval to the extra amount that you will need to pay, unless:
 - a. It is not possible to contact you within a reasonable time; or
 - b. It is not safe not to carry out and finish performing the services (for example, your premises may be left in a dangerous condition or unprotected from theft if the services are not completed).
- c. Payments for our services and or materials are normally paid in two ways, either:
 - i. Immediately upon completion of the performance of the services; or
 - ii. In stage payments as agreed, often involving:

1. The payment of a deposit of 30% before we commence performing the services;
 2. Stage payments during the performance of the services as agreed at the outset of this contract; and
 3. The payment of the remaining amount immediately upon completion of the services.
- d. If you fail to make payment by the date stated on your invoice we will:
- i. Charge you interest (at The Bank of England's base interest rate plus 4%) on any outstanding amounts if those outstanding amounts remain unpaid from the due date our invoice states.
 - ii. If the amounts not paid represent more than 10% of the total value of the services, we are to perform for you and there remain some services which we have not yet performed, then we will suspend performing the remaining services until you make payment.
- e. You will not refuse to pay any amount owing to us where there is only a minor or inconsequential defect or error in the performance of the services, for example, pooling of rainwater on flat roof surfaces that drains or evaporates with 72 hours of a dry spell.

9. Things you will need to do

- a. If we are performing the services at the premises then you should:
 - i. Make the areas where the services are to be performed ready;
 - ii. Remove any items which will stop or hinder in the performance of the services;
 - iii. Protect your items or possessions from the effects of us performing the services e.g remove plant pots, take cars out of garages, mirrors off walls; and
 - iv. Allow us to gain access to the premises at the dates and times we and you have agreed we will perform the services.
- b. You will obtain all necessary consents, permissions and approvals before we start performing the services.
- c. You will make available domestic facilities at the premises as we reasonably require.

10. Exclusion and limitation of liability

- a. We exclude all liability for any negligence and any loss or damage.#
- b. We have no responsibility for ponding of water on flat roofs will be taken following re-roofing on refurbishment projects or new works where the roof structure was completed by others.
- c. We have no responsibility for any delay, loss or damages caused by strikes, labour disputes, or inclement weather, changes of design or specification or any other circumstances beyond our control.

- d. Care will be taken when working on roofs above existing ceilings, but no responsibility will be taken where damage is caused to ceilings during the progress of the work.
- e. We shall not be responsible for damage to ceilings, walls, gutters or building fabric, if such items are found to be defective before or during commencement of work or where damage is caused by unavoidable vibration.
- f. Our quotes do not include work of other crafts or trades or making good after it unless specifically mentioned or unless an item for the same is included in the bills of quantities where provided.
- g. Quotations do not include any work to timbers and substrate materials found necessary once the roof is opened up unless mentioned in our quote.

11. Cancellation by you

- a. Once we and you enter into a binding contract you will not normally be able to cancel where the works are to be started within 14 days, except;
 - i. Where the consumer has the statutory right to cancel.
 - ii. Where the works will not commence within 21 days you will be entitled to a 14-day cooling off period, where we would require cancellation in writing to info.mlwroofing@gmail.co.uk
- b. If we agree to cancel then you will be responsible for the cost of:
 - i. Any materials we are contractually committed to buying up to the date of termination. Any materials we have purchased will be delivered to you on receipt of payment except where the consumer has the statutory right to cancel; and
 - ii. An administration charge of £250.
- c. In the circumstances stated in clause 11(b) we will first deduct the amounts for which you are responsible from any deposit you have paid. Any remaining deposit will be returned to you. If the amount owing is greater than the deposit, we will invoice you for the amount in excess of the deposit.
- d. If you:
 - i. Purport to cancel the contract; or
 - ii. Give notice purporting to cancel; or
 - iii. Otherwise do not fulfil your obligations (such as by not paying any sums due to be paid to us) in a way which amounts to you cancelling the contract, we do not have to accept your cancellation except as provided in clause 11(b) or as otherwise provided for in this contract. However, we may choose to accept cancellation, and if we choose to do so you will be required to pay to us a reasonable amount for the losses and costs (including loss of profit) we have suffered. If you have paid a deposit, this will be retained and if our reasonable losses and costs (including loss of profit) are greater than the deposit we have retained we will require you to pay for our losses and costs in excess of the deposit retained except where the consumer has the statutory right to cancel.

12. Amendments to the contract terms and conditions

- a. We will have the right to amend the terms and conditions of this contract where:
 - i. We need to do so in order to comply with the changes in the law or for regulatory reasons; or
 - ii. We are changing the rates we charge for the provision of services
 - iii. We need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the contract), as long as such correction is minor and does not materially affect the contract. Where we are making any amendment, we will give you 30 days' prior notice (unless the contract is terminated before that period).

13. Asbestos and Toxic Materials.

- a. By entering into this contract you are confirming that we will not be coming into contact with asbestos-containing or toxic materials ("ACM") at the premises. We are not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. We are to be compensated for additional expenses resulting from the presence of ACM. You agree to indemnify us from and against any liability, damages, losses, claims, demands or citations arising out of the presence of ACM.
- b. Any ACM present at the premises must be removed by you lawfully at your sole cost prior to us commencing the services.

14. Right to Stop Work.

- a. The failure of you to make proper payment to us when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle us at our sole discretion, to suspend all work and shipments, including furnishing any guarantee, until full payment is made.

15. Interior Protection.

- a. By entering into this contract you acknowledge that any services we provide may cause disturbance, dust, debris or fireproofing to fall into the interior of the premises. You agree to remove or protect property directly below the roof in order to minimize potential interior damage. We shall not be responsible for disturbance, detachment of fireproofing or other materials from the underside of the deck, damage, clean up or loss to interior property or garden property that you did not remove or protect prior to commencement of our services.
- b. You are to notify any tenants of the proposed works and the need to provide protection underneath areas being worked upon. We are not responsible for any issues with tenants over the services to be provided.

16. Cost Escalation.

- a. Roofing materials and equipment are sometimes subject to unusual price volatility due to conditions beyond the control or anticipation of us. If there is an increase in the actual cost or shipping and receiving of materials or equipment between the date of the quotation and the time when the work is to be performed, the amount of the contract may be increased to reflect the additional cost to us.

17. Guarantee

- a. No guarantee is provided to any repair works carried out by us.
- b. Any guarantee provided is on workmanship only and the length of this will be stipulated in the quotation.
- c. If there are any issues with the materials used and not the workmanship, you would need to pursue this with the supplier and manufacturer yourself.
- d. A guarantee is only valid upon full payment of any invoices and is only valid for the time period stipulated in the quotation.
- e. Any guarantee is non and void if you instruct other contractors to repair our works or carry out works on our works. For example, if we complete a new roof and then you have solar panels fitted, the solar panels installers may damage the roof for which we take no responsibility for.