

Storm Industrial Roofing Ltd Terms & Conditions

1. DEFINITIONS

- 1.1. The 'Contractor' means Storm Industrial Roofing.
- 1.2. The 'Employer' means the person or party accepting this quotation.
- 1.3. The 'Works' means the work described on the face of this quotation.
- 1.4. The 'Site' means the location of the works.
- 1.5. The 'Contract' means the contract concluded in accordance with these terms and conditions (including any agreed amendments)

2. CONTRACT

- 2.1. Acceptance of this quotation by the Employer shall constitute a binding Contract between both parties.
- 2.2. Unless otherwise agreed by the Contractor in writing the following Terms & Conditions shall apply.
- 2.3. Any stipulations or conditions on the employer's order or acceptance of the Quotation which conflicts with, qualify or negate any of these Terms and Conditions shall invalidate this Quotation unless such stipulations or Conditions are agreed by the Contractor in writing.
- 2.4. The Contract will only include works specified and is based on all items being accepted and carried out once work starts, the Contractor shall be allowed to continue works without interruption, unless otherwise stated.
- 2.5. The Contractor reserves the right, by giving notice to the Employer at any time before commencement, to increase the price of the Quotation to reflect any increase in any factor beyond the control of the Contractor, such as but without limitation, any concerns by the Contractor over the creditworthiness of the Employer, any foreign exchange fluctuation, currency regulations, alteration of duties, increase in the costs of labour, materials or other costs of manufacture. In any of these circumstances and where the Contractor gives notice, the Employer or the Contractor may cancel this Contract and the Contract will be void.

3. BUILDING LICENCES

- 3.1. The Employer shall be responsible for complying with every by-law or other lawful requirement or instruction relevant to the Works and in particular, shall obtain, before commencement of the Works, every necessary planning approval, licence, permit, consent or authority that may be required in connection with the Works, goods, or materials. The Contractor shall be reimbursed by the Employer in full for all losses arising from non completion of works and/or any expenses arising out of the need to expend additional money as a result of any failure by the Employer.

4. MATERIALS

- 4.1. All material supplied by the Contractor and delivered to Site, shall remain the property of the Contractor until paid for.
- 4.2. The Contract gives no warranty in respect of products and materials that the Employer has specified, and the Employer shall indemnify the Contractor against any claim, howsoever arising, in respect of any materials specified by the Employer.
- 4.3. Any existing structures or materials stripped and/or removed during the course of the Works shall become the property of the Contractor unless agreed otherwise in writing.
- 4.4. The Employer will provide safe and adequate storage for material delivered for the Works.

5. ROOF STRUCTURE

- 5.1. Unless otherwise stated in the Description of the Works the Contractor has made no allowance in the Quotation for:-
- 5.2. Replacement, alteration, treatment or strengthening of any structural elements.
- 5.3. Alteration of the existing substrate or structure, improvement of drainage, water runoff or other improvements to the Employers premises.

6. CIRCUMSTANCES OUTSIDE THE CONTRACTORS CONTROL

- 6.1. The Contractor shall not be responsible for any loss or damage to the Employer due to circumstances outside his control including such as, but without limitation, lack of access, illness, breakdown in machinery, strikes, lock-outs, bad weather, failure to obtain materials as and when required, or any 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 is ended. Any loss or expenses arising therefrom shall be borne by the Employer and paid to the Contractor by way of an additional sum added to the Quotation.
- 6.2. The Contractor will not be responsible for loss or damage by fire, flood, excessive damp or heat or other causes occurring before or after completion of the work.

7. CONSEQUENTIAL DAMAGE

- 7.1. While every care will be taken whilst carrying out the Works the Contractor shall not be responsible for any damage or consequential damage to the property or contents where such damage is the result of:-
- 7.2. Weak or defective existing structures,
- 7.3. Soot or other falls,
- 7.4. Ceilings that are fixed directly to the rafters or joists,
- 7.5. Where the Contractors recommendations have not been followed,
- 7.6. Extreme or unusual weather conditions,
- 7.7. Delays outside the Contractor's control.

8. TERMS OF PAYMENT

- 8.1. Upon receipt of any invoice or application the Employer shall pay the Contractor the value of any completed work and/or the value of the materials delivered to Site, such accounts will include scaffolding or other start-up costs. The Employer shall pay the Contractor 100% of the quoted cost of the Works plus VAT upon practical completion as notified in writing by the Contractor within 21Days. Interim payments on larger contracts may be required. In the event of a bona fide defect in the Works the Employer will notify the Contractor in writing within fourteen days of receipt of the Contractors invoice and subject to the Contractors reasonable discretion the Employer will pay 95% of the value of the invoice for the Works plus VAT, the remaining 5% will be paid immediately upon completion of remedial works.
- 8.2. If payment is further delayed without good reason the Contractor shall be entitled to interest at the rate of 2.5% per month on the outstanding sum until payment is received in full.

9. INSURANCE

- 9.1. The Employer will insure all fixed work against any loss and/or damage howsoever caused.

10. ANCILLARY WORKS

- 10.1. The Quotation is for the specified Works only and does not include the following:
- 10.2. Removal and subsequent replacement of furniture, effects, floor coverings, and other obstructions.
- 10.3. Any fixings other than those specified.
- 10.4. Removal of dust or the like from roof space or the protection of water tanks or personal effects from dust and debris and the like.
- 10.5. Removal/protection of any items in the roof space.
- 10.6. The Employer is to notify adjoining properties if shared Works are to be carried out on the party parapet walls and/or boundaries.

11. GENERAL

- 11.1. The Contract will be governed by the laws of England.
- 11.2. All Sums are exclusive of VAT unless otherwise stated.
- 11.3. This Quotation is open for acceptance for 60 days.