

TERMS AND CONDITIONS OF TRADING
FOR
SCJ ROOFING SOLUTIONS LTD

Please read through and understand our Terms and Conditions. It is also important to let us know of any Terms and Conditions, or expectations, of your own that you would wish to be included before work commences.

These terms and conditions (“terms”) comprise all the terms of the contract between the client (“you”) and SCJ Roofing Solutions Ltd (“we”, “us”, “our”) for the goods and/or services described. If you accept our goods or services, you shall be deemed to accept these terms, despite anything to the contrary in your order.

1. Our quotation is an estimate for the costs of the project and is produced with as much detail as possible based on the information you have provided and any site inspection by us. If something is missing that you would like included, please let us know and we will revise the quotation accordingly. Any change in circumstances or information upon which a quotation is provided may result in a revised quotation being produced. Any additional works are to be agreed with you and a revised or further quotation will be provided by us. The quotation is only binding once we confirm the date on which we can start the project.
2. Full and uninterrupted access is required for delivery of building materials, plant, machinery and skips etc. Failure to provide uninterrupted access may result in additional charges and may delay the completion of the project.
3. All materials remain the property of SCJ Roofing Solutions Ltd until full and final payment is received.
4. Up to a 50% deposit may be required before the project commences and must be paid in advance by the client. Full and final payment is required on completion of the project and must be paid within 14 days of receipt of the final invoice and shall be paid via Bank Transfer, cheque or cash. Failure to settle the final invoice within the specified time may result in the provisions of Clause 19 being invoked.
5. In advance of the commencement of the project, we shall both agree the practical arrangements on working methods that provide minimum disruption to you and allow work to be carried out efficiently by us.
6. We may employ both direct and sub-contractor labour to work on the project. Although each individual contractor will take full responsibility for their own third party liability, we will oversee all works to completion and take full general and operational responsibility in the running of the project.
7. We have Public Liability Insurance up to the sum of £2,000,000 which will cover all works undertaken on the project. A copy of the policy is available on request. All usual general building practices are covered within our insurance policy.

8. All client information is retained in accordance with the Data Protection Act 1998 and all personal and other client details will remain confidential.
9. All clients will benefit from a full guarantee on our workmanship for a period of 12 months after the project has been completed. However, any guarantees on materials will run in accordance with manufacturer's warranty periods where applicable. Our guarantee covers all new work and new materials used in construction or repairs, but does not guarantee the integrity of any existing structures or materials. In the event of a failure beyond the guarantee period we will be happy to investigate the cause and negotiate a solution to the problem without delay and carry out any agreed repairs as soon as possible. Charges may apply for remedial work carried out beyond guarantee dates or to items not covered by our guarantee.
10. We accept no responsibility for the presence of perished or rotten timber (or any other perished or rotten materials) whether detected or undetected at the time we provided the quotation. However, we will be happy to investigate the cause and negotiate a solution to the problem without delay and carry out any agreed repairs as soon as possible. This may result in additional cost as referred to in clause 1 above.
11. Additional work or materials will only be undertaken or provided following full discussion with you, save in the case of an emergency where they will be recorded in writing or by email.
12. Prices are based on the understanding that no retentions are held unless previously agreed and confirmed in writing or by email by us. No discounts are given unless agreed and confirmed in writing or by email by us.
13. We will employ a helpful attitude at all times and will provide a works program where possible. However, it should be noted that the works program is for guidance only and no claim will be entertained for late completion of these works due to inclement weather, late delivery of materials or labour problems, due to reasons beyond our control.
14. Where necessary, we shall agree working areas and these areas will be out of bounds to visitors or other occupiers of the building. Access to these areas will only be permitted through contacting the appropriate person in charge and ensuring all on site safety requirements are complied with. Safety clothing should be worn at all times.
15. If we are working as a sub-contractor, we will require suitable health, safety and welfare facilities to be provided in line with the Construction Design and Management Regulations 2007.
16. If we are working as a sub-contractor, will require a lead time of 7 working days to allow for the submission of all required risk assessments, method statements and agreed program of works. Any change to the required start date if within this period may attract further charges and delays to the project.
17. If we are working as a sub-contractor, we will require a suitable 110 volt power supply and water supply free of charge on the site.

18. Invoices will be sent out after the work has been completed, and shall be paid within 14 days of issue. In the case of work taking more than one month to complete, interim invoices for the work carried out will be raised and shall be paid within 14 days of issue.
19. We reserve the right to charge interest on the balance of any outstanding invoices not paid within the agreed period. The interest charge shall be 5% above the Bank of England base rate and any interest payable will be calculated on a daily basis.
20. Should the project design change during the construction period, we will not be responsible for any delays caused or experienced by this and there may be additional charges as outlined in clause 1 above.
21. Should any delay which is not our fault cause loss to us, we reserve the right to recover such losses from you, full details of which will be set out in our final invoice.
22. Any dispute or difference arising from the execution of the project is to be referred for mediation in the first instance, upon application of either party, to a person nominated by the President of the Institute of Arbitrators and Mediators. The decision of the Mediator will be final and binding on both parties.
23. These terms constitute the entire agreement between us and shall be governed by the laws of England.