

Terms & Conditions

Ross Roberts Roofing LTD t/a Roberts Roofing

Company No: **10880344**

Registered Address: **529 London Road, Cheam, SM3 8JR**

1. Definitions

“Company”, “we”, “us”, “our” means Ross Roberts Roofing LTD trading as Roberts Roofing.

“Client” means the person or entity instructing us.

“Works” means loft conversions, roofing works, roof windows and any other agreed building services.

“Contract” means these Terms together with the accepted quotation.

“Site” means the property where works are carried out.

2. Contract Formation

A contract is formed when:

- A quotation is accepted
- A payment is made
- Work commences

Where any conflict exists, **the quotation shall take priority.**

3. Scope of Works

The Company primarily provides loft conversions, roofing works and roof window installations.

We may undertake other building works only where agreed in writing.

No works are included unless stated in the written quotation.

Any additional works are treated as variations and charged separately.

4. Quotations & Pricing

4.1 All quotations are valid for 30 days from the date of issue unless stated otherwise in writing.

4.2 Prices are based on information available at the time and may change due to:

- Hidden or unforeseen defects
- Structural issues

- Client variations
- Changes to Building Control requirements
- Supplier or material price increases

4.3 Any variation must be agreed in writing before works proceed.

5. Planning & Regulations

Unless stated otherwise, the Client is responsible for:

- Planning permission
- Party wall agreements
- Building Control approval

We accept no liability for refusals, enforcement action or delays.

6. Payments

6.1 Payment terms are as stated on the quotation.

6.2 Unless otherwise agreed in writing, payment shall be made as follows:

- 50% deposit payable upon acceptance of the quotation to:
 - Secure the construction date
 - Cover initial material costs
- Remaining 50% balance payable immediately upon completion of the Works.

6.3 Deposits are non-refundable once the start date is confirmed.

6.4 The Company reserves the right not to commence works until the deposit has cleared.

6.5 Late payments shall incur interest at 5% above the Bank of England base rate.

6.6 We reserve the right to:

- Suspend works
- Withhold certificates/guarantees
- Recover legal & debt collection costs

6.7 Where different staged payments are stated on the quotation, those terms shall apply instead.

7. Ownership of Materials

All materials remain our property until paid in full.

8. Programme & Delays

Dates are estimates only.

We are not liable for delays caused by:

- Weather
- Inspections
- Supplier delays
- Client changes
- Force majeure

Time is not of the essence.

9. Access & Utilities

Client must provide:

- Safe access
- Electricity & water
- Clear working areas
- Removal of fragile items

10. Hidden Defects

We are not responsible for:

- Rotten timbers
- Damp
- Asbestos
- Structural movement
- Vermin

All remedial works are chargeable.

11. Damage Responsibility

We are responsible only for damage caused by our negligence.

Pre-existing defects are excluded.

12. Waste

We remove waste generated by us only.

Skips remain our property

13. Cancellation

Cancellation rights follow these Terms & Conditions and the accepted quotation.

Materials ordered are non-refundable.

13.1

If the Client cancels the contract less than 24 hours before the agreed start date, the Company reserves the right to charge a late cancellation fee.

13.2

This fee shall cover losses incurred including (but not limited to):

- Labour booked
- Materials ordered
- Plant hire
- Scaffold bookings
- Administration costs

13.3

The cancellation fee shall be a minimum of £500 or 10% of the contract value (whichever is greater).

13.4

This is without prejudice to our right to recover any additional losses incurred as a result of the cancellation.

13.5

Deposits are non-refundable once the start date is confirmed.

13.6

If the Client requests to postpone or reschedule the agreed start date with less than 48 hours' notice, the Company reserves the right to charge a postponement fee.

13.7

This fee shall cover losses including (but not limited to):

- Labour booked
- Materials ordered
- Scaffold hire
- Plant hire
- Administration costs

13.8

The postponement fee shall be a minimum of £300 or 5% of the contract value (whichever is greater).

13.9

Any new start date is subject to availability and may result in price increases if costs have changed.

13.10

Deposits remain non-refundable and will be carried forward to the new start date.

14. Termination

We may terminate for:

- Non-payment
- Abuse
- Unsafe site
- Client interference

All completed works remain payable.

15. Warranty

15.1 All works are completed with reasonable skill & care.

15.2 A 10-year workmanship guarantee applies only where a written Certificate of Guarantee is issued.

15.3 Where no certificate is issued, warranty is limited to 12 months.

15.4 Warranty is limited to:

- Repair or replacement only
- No refunds
- No compensation

15.5 Materials are covered by manufacturer warranties only.

16. Guarantee Priority

Where a Certificate of Guarantee is issued, its terms override these Terms & Conditions.

Reasonable access must be provided to inspect and carry out any remedial works. Failure to provide access may invalidate any guarantee.

17. Design Responsibility

We are not liable for:

- Architectural design
- Structural calculations
- Engineering specifications
- Planning decisions
- Building Control approvals

18. Roofing & Windows

We are not liable for:

- Condensation
- Manufacturer defects
- Glazing stress
- Client misuse

19. Consumer Rights

Nothing in these Terms affects your statutory rights under the Consumer Rights Act 2015.

We will:

- Use reasonable skill & care
- Complete within reasonable time
- Rectify defects

20. Limitation of Liability

Our liability is limited to:

The lower of:

- Contract value
- Insurance cover (£2,000,000)

We are NOT liable for:

- Internal damage
- Loss of earnings
- Business interruption
- Alternative accommodation
- Indirect or consequential loss

Nothing excludes liability for:

- Death
- Personal injury
- Fraud

21. Photographs

We may use site photos for records & marketing unless objected to in writing.

22. Chargebacks

Clients must allow us to resolve issues first.
Unlawful chargebacks will be pursued legally.

23. Force Majeure

We are not liable for events outside our control.

24. Complaints

Must be made within 14 days of completion or discovery.

Where an inspection finds no fault relating to our workmanship, we reserve the right to charge a reasonable call-out or inspection fee.

25. Governing Law

English Law

Courts of England & Wales.

26. Entire Agreement

These Terms & Conditions and the accepted quotation constitute the entire agreement between the parties and override all previous discussions or representations.