

HOMER ROOFING (UK) LTD

TERMS & CONDITIONS | FOR 'THE CUSTOMER'

HOMER ROOFING

Hamilton House
834 London Road
Cheam, Sutton
Greater London
SM3 9BJ

hello@homer.co.uk
020 8641 1234

Company No: 7009450
VAT No: 977 2473 75

Registered Office:
265-269 Kingston Road
Wimbledon London
SW19 3FW

TERMS & CONDITIONS

The use of the term "Customer" used here within shall wherever applicable include the General Contractor, while the term "Roofer" shall mean 'Homer Roofing (UK) Ltd.'

SPECIAL CONDITIONS APPLICABLE TO ROOFING WORKS:

- 1.1 Due to the constant Price Increases of raw materials (e.g., Covid 19) namely Lead & uPVC etc. We can only Guarantee our quotation for a period of **6 WEEKS ONLY**... From the **'TODAY'S DATE'**. Should you wish to Accept our quotation after this period has lapsed, please Contact us for price confirmation and/or a revised quotation if applicable.
- 1.2 Our Quotation - once accepted, may only be varied in writing with the express parties' written permission and consent, whereby the **"Roofer"** shall be entitled to vary the Price at its own discretion. Such consent shall not in any way prejudice the **"Roofers"** right to recover from the **"Customer"** Full Compensation for any loss of expense incurred and arising from such variation.
- 1.3 The **"Roofer"** may, at its own discretion, accept or reject (for any reason) a Quote, Order or amendment of Contract and shall notify the **"Customer"** of the same.



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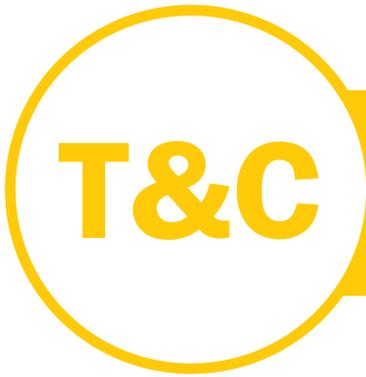
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- 1.4 We may require the free use of the **“Customers”** water and/or electrical supplies when onsite and if required.
- 1.5 Due to the nature of our work... If our operative/s consider the weather conditions to be unsuitable (e.g., too dangerous for safe working). They will inform you and leave the site. You will Not be charged any extra for any down time lost in this manner. However, if there is a time limit on the contract an extension of time will be required.
- 1.6 Unless otherwise stated where stripping is involved, we have only allowed to remove one existing roof i.e., 20 mm asphalt or 3 layers of felt, without insulation. If additional roofs or layers are found, additional costs may be incurred.
- 1.7 We have only allowed in our quotation to lay the new roofing materials to the existing falls, unless otherwise agreed by the **“Roofer”**. We cannot be held responsible for the decay of OSB Sterling decking beneath new waterproofing membranes. Adequate void ventilation should be provided to reduce the risk of condensation forming on the underside of the new decking board.
- 1.8 The **“Roofer”** will try to ensure that the roof is watertight during the contract but cannot be held responsible for any water ingress and/or damage caused in the absence of a temporary roof. If this is not acceptable, please let the **“Roofer”** know immediately and we will quote for a temporary coverings/roof.
- 1.9 When fitting new decking, or stripping existing roofing away, damage to the interior e.g., Walls and cracking of ceiling can occur because of the



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- nature of the works. We will Not be held responsible for any such damage.
- 1.10 Our quotation does Not include the renewal of any damaged, or defective decking or substrate under the existing waterproof coverings, unless otherwise stated.
 - 1.11 The **“Roofer”** reserves the right to recommend variation(s) to the specification if he considers that it would be in the best interest of the **“Customer”**. Any alteration in price would be discussed prior to work being carried out.
 - 1.12 All prices quoted are firm irrespective of the time taken to complete the works. Whilst we always endeavor to order materials from the same batch number, shade variations can occur during production, and we cannot be held responsible for this.
 - 1.13 Unless otherwise stated in our quotation, it allows for the work to be carried out during our normal working hours.
 - 1.14 The **“Roofer”** does not supply and fix insulation when carrying out new tiled/slate roofing. It is down to the **“Customer”** to arrange the supply and fix of the insulation in accordance with Building Control regulations.
 - 1.15 Homer Roofing (UK) Ltd are committed to quality workmanship and as such should any of our guaranteed works develop a fault, we will arrange to return at a mutually convenient time to correct the fault.
 - 1.16 In the event we are called back to works reported as 'faulty', and it is determined that the fault is not related to works carried out by us. The **“Customer”** will be liable for a minimum call out



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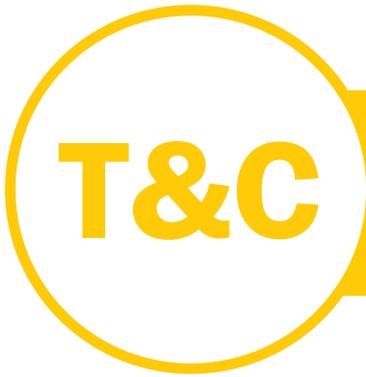
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charge at the current rate charged by Homer Roofing (UK) Ltd.

HEALTH & SAFETY:

- 2.1 In order to comply with the 'Health & Safety at Work Act' it may be necessary to drill fixing holes into the building.
- 2.2 The drill holes left in the building after work is completed may be left for future use or filled with a suitable sealant. We cannot accept responsibility for any damage to the fabric of the building, which may be caused if such works are carried out. Gas and other supplies – **We are not Gas Safe Registered fitters or NICEIC approved electricians, or approved contractors for any cable or plumbing installations of any kind.**
- 2.3 It is the **"Customers"** responsibility to inspect gas flues whilst the **"Roofers"** work is being carried out, and when it is completed to remove all cables and pipes prior to the **"Roofers"** work commencing and to reinstall them on completion of our works.
- 2.4 The **"Customer"** is to bear the costs of all such inspections, removal, reinstallation and remedial works.
- 2.5 Telecommunication power, satellite or any other cables, where they are fixed to any surface upon which we are to work, must be re-positioned prior to our working on the relevant roof.



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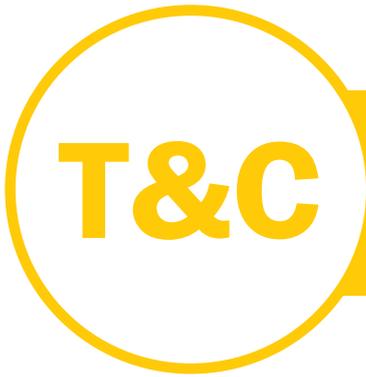
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- 2.6 If such cables remain in place, we cannot accept any responsibility for damage or disruption to your signal etc.
- 2.7 It is the **"Customers"** responsibility to remove any objects e.g., Plant pots, garden furniture or the like.
- 2.8 The **"Roofer"** cannot be held responsible for any tiles/slates/debris or indeed any other materials that may fall from your roof and damage/ harm any property/person, once we have carried out any repairs to your property.

ERECT SCAFFOLD T&C OF BUSINESS:

The term **"We"**, **"Us"** and **"similar pronouns"** shall mean **'Erect Scaffold'**. **"You"** shall mean the customer to which we supply **Scaffolding; Hire Period shall mean, the period from the date of installation of the scaffolding to the date you notify "Us" that the scaffolding is ready to be removed.**

- 3.1 We will advise you if you may require a pavement license for the scaffold. Our charges for obtaining a pavement license will be included in your quotation. You are responsible for any planning or other consents with neighbors etc.
- 3.2 You must ensure that the Site is clear of obstructions and accessible to our vehicles and personnel and that you obtain any access passes, and complete any paperwork required for our personnel to attend and work at the Site. We reserve the right to charge you, if we are delayed



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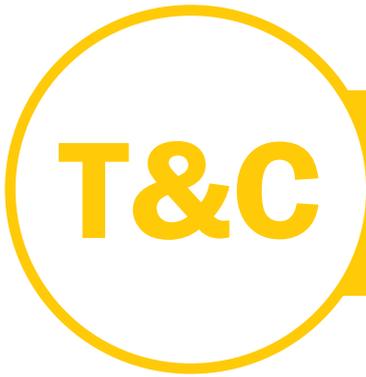
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because of your failure to fulfil these responsibilities.

- 3.3 We will ensure that the scaffold is designed and installed safely and will be suitable for normal use. You must tell us in advance if you have any special or unusual requirements.
- 3.4 We will do our best to meet any dates we advised to you, but we may be delayed by circumstances we can't control (for example poor weather conditions that would make it unsafe for our personnel to carry out installation work, vehicle breakdowns or sickness etc.). You should always allow a suitable amount of contingency in your project plans to account for the possibility of such delays and we are not liable to you for any losses you may incur arising from any delays.
- 3.5 You agree to pay our invoices within 14 days of the date of invoice. We are entitled to charge extra if the Hire Period exceeds the period in our original quotation at our standard rates. We have the right to charge compensation and interest on late payments at the rate prescribed from time to time under the 'Late Payment of Commercial Debts (Interest) Act 1996' and in addition shall be entitled to all reasonable costs incurred in recovering any unpaid sums.
- 3.6 Scaffolding remains our property throughout the Hire Period. If you fail to make any payment when due, then we (or our agents) may enter onto the site to remove the scaffold and you will not prevent our personnel or agents from entering onto the site in order to exercise this right.
- 3.7 You are responsible for taking care of the scaffold throughout the Hire Period and we will charge



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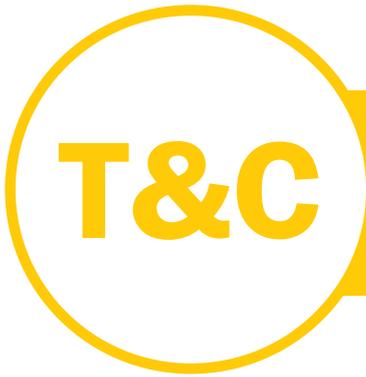
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you for any loss, theft, damage or neglect other than fair wear and tear.

- 3.8 Our maximum liability for any loss arising from our breach of our obligations to provide the Installation in accordance with these Terms and Conditions, in tort (including negligence) or otherwise is limited to a maximum of the total of our charges received by us from you in the period of three months prior to the date of any claim by you. A series of connected claims related to a single event or occurrence shall be deemed to be a single claim for the purposes of this clause.
- 3.9 We are not liable for any injury resulting from use of scaffolding by any person other than your suitably trained and qualified personnel. Nothing in these Terms and Conditions excludes any liability we may have for death or personal injury resulting from our negligence.
- 3.10 These Terms and Conditions and any document expressly referred to within it represents the entire agreement between the parties and supersedes any prior agreement or arrangement whether oral or in writing.
- 3.11 Neither party has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations prior to entering into these Terms and Conditions, except as expressly stated in these Terms and Conditions.
- 3.12 Neither party has any remedy in respect of any untrue statement made by the other, whether



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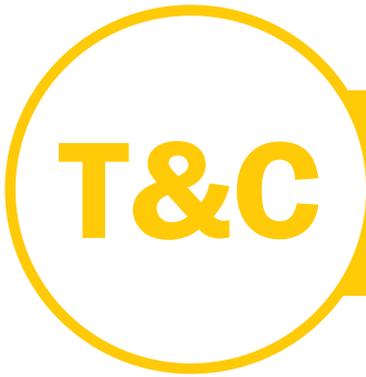
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orally or in writing, prior to the Installation Start Date (unless such untrue statement was made fraudulently) and a party's only remedy shall be for breach of contract as provided in these terms and conditions.

- 3.13 No term in these Terms and Conditions shall be enforceable under the 'Contracts (Rights of Third Parties) Act 1999' by a person who is not a party to these Terms and Conditions, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
- 3.14 These Terms and Conditions are subject to the law and jurisdiction of the Courts of England and Wales.

DISCLAIMER:

- 4.1 The "Roofer" will not be held responsible, should a satellite dish lose signal during works as sometimes vibrations and awkward access has an effect to the dish. Where there is a need to disconnect the telephone wire to allow certain works to be carried out, we will endeavor to reconnect successfully, but sometimes this is not possible, therefore the "Customer" would have to contact their service provider and be responsible for any charges that may incur. Should you have solar panels or PV panels fitted to your property and instruct the "Roofer" to carry out works, it is the "Customers" responsibility to arrange for these



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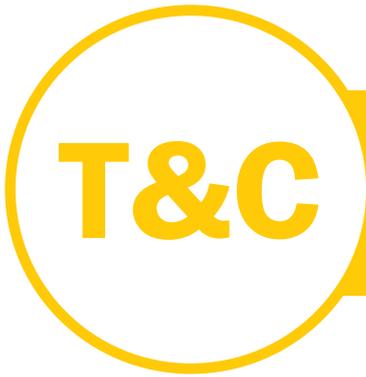
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panels to be removed and then, re-installed again once works have been completed at a cost to the "Customer".

START DATE/S FOR WORK:

- 5.1 Dates are subject to change even at short notice.
- 5.2 Dates provided are subject to weather conditions, some jobs cannot be carried out in rain/windy conditions, so a new date would therefore be provided.
- 5.3 Some jobs over run, due to unforeseen circumstances, which in turn will put us behind on another job, therefore making us move that said job to another day.
- 5.4 Should your original date be changed, we will endeavor to attend your property at the next most mutually convenient date available.
- 5.5 We cannot be held responsible should you take time off work to allow us access to your property, should we not attend due to any of the conditions above.

CONSERVATION AREA:

- 6.1 It is the "Customers" responsibility to advise the "Roofer" if their property falls within a Conservation area, Grade 2/3 listed building, or any other



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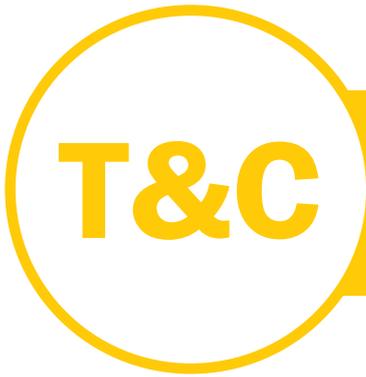
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specific conditions to their property prior to the “**Roofer**” attending the “**Customers**” property to provide a quotation.

GUARANTEE:

- 7.1 Only new works are covered by our Guarantee (we cannot guarantee repair works).
- 7.2 The works are covered by the guarantee, should it be the result of bad or faulty workmanship or manufacturers products.
- 7.3 Unfortunately, we cannot guarantee the works, as a result of adverse weather conditions or unnatural environmental conditions, which may cause the works to become faulty.
- 7.4 Should any of our works be at fault as stated in 7.2 above, we will endeavor to correct the fault at our earliest convenience and priority will be given to customers of which our work may be endangering the customer/persons in the vicinity of the faulty works.
- 7.5 The Guarantee will be transferred to the new owner of the property, should you sell your property, for the remaining years of the original guarantee. There will be an administration fee of £50.00 plus Vat for this service.
- 7.6 We can also offer an Insurance Backed Guarantee at an additional cost, please call for further information.



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PAYMENT TERMS & CONDITIONS:

- 8.1 Unless otherwise agreed, a deposit (payable upon order) will be required by all **"Customers"** to cover initial costs. Full payment of the balance is required on the terms stated in 8.3 below.
- 8.2 We are registered for Value Added Tax, and VAT will be added at the appropriate rate. (Currently 20 %).
- 8.3 Unless otherwise agreed, full payment is due on the day of completion of works.
- 8.4 Overdue accounts are subject to interest charges of 8% over and above current bank of England base rate & interest is liable from the day after completion of works.
- 8.5 Should we have to send a payment Reminder Letter, then this will incur an administration charge of £25.00.
- 8.6 All Work carried out and materials on site remain the property of the **"Roofer"** until paid in Full.
- 8.7 Should any works be subject to insurance claims then the **"Customer"** is liable to pay the full amount owing on receipt of the Invoice, and not after the insurance company has settled your claim, as the insurance claim is between the **"Customer"** and the insurance company and NOT the **"Roofer"**.
- 8.8 Any payment made by Cheque should be payable to Homer Roofing (UK) Ltd, although internet banking is preferred, debit card or cash.



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