



**NEWTOWN**  
ROOFING & BUILDING

# TERMS & CONDITIONS

01/01/2024

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[newtownroofing.co.uk](http://newtownroofing.co.uk)

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# NEWTOWN ROOFING & BUILDING

## TERMS & CONDITIONS OF TRADING

1.

### **THE PARTIES**

a. This agreement is made between Newtown Roofing & Building Ltd. (hereinafter referred to as "the Contractor") and the person or persons named overleaf (hereinafter referred to as "the Customer").

2.

### **TERMS AND CONDITIONS**

- All orders by the Customer for Works are accepted by the Contractor strictly in accordance with and subject to these Terms and Conditions, which shall form the basis of the contract between the Customer and Newtown Roofing & Building Ltd.
- No other terms and conditions, or modifications to these Terms and Conditions, shall be binding on Newtown Roofing & Building Ltd. unless Newtown Roofing & Building Ltd. agrees thereto in writing. Newtown Roofing & Building Ltd. shall not be deemed to accept such other terms and conditions nor waive these terms and conditions by failing to object to provisions contained in any order or other communications from the Customer.

3.

### **THE WORKS**

a. These are roofing services to be provided by Newtown Roofing & Building Ltd. in accordance with the specifications of the Customer as shown overleaf and on any continuation thereof.

4.

### **FURTHER WORKS**

a. These are any additional, extra, or alternative Works which may from time to time be provided by Newtown Roofing & Building Ltd. in accordance with the Customer's specific request.

5.

#### **TIME ESTIMATES**

a. Newtown Roofing & Building Ltd.'s workmen are instructed to exercise due care in carrying out their work and shall at all times complete the Works with due diligence. While Newtown Roofing & Building Ltd. shall ensure that its workmen use their best endeavours to complete the Works within the period of time quoted to the Customer, all time estimates and commencement dates are given strictly as estimates only. Newtown Roofing & Building Ltd. will not be liable for any loss or damage, howsoever expressed or quantified, caused as a result of any delay in either the commencement or completion of the Works.

6.

#### **CHARGES**

• To ensure the efficient initiation of any project, we kindly request that the client contributes 30% of the total job fee in advance before any work begins. Your cooperation in this matter is greatly appreciated, and this advance payment will facilitate the prompt commencement of the project. Please note that all charges quoted to the Customer by Newtown Roofing & Building Ltd. are exclusive of any additional fees, and the client is responsible for making this advance payment promptly to proceed with the work.

• All charges quoted to the Customer by Newtown Roofing & Building Ltd. shall be exclusive of Value Added Tax, which shall be charged to the Customer in addition to the amount agreed for the Works and shall be payable by the Customer at the same time as making payment of the charges.

• Newtown Roofing & Building Ltd. expressly reserves the right to adjust the charges quoted to the Customer at any time before submitting its invoice for payment to take into consideration any increase in the cost of the services arising as a result of any circumstances beyond Newtown Roofing & Building Ltd.'s reasonable control. For the avoidance of doubt, additional charges may be incurred in the event that the District Surveyor or any other competent authority specifies that further works need to be undertaken upon the Customer's premises. In this event, Newtown Roofing & Building Ltd. shall notify the Customer of the need for additional works, and the Customer shall, upon being so notified and upon the additional works being carried out, be liable for the full cost thereof.

• The Customer shall at all times be liable for the additional costs incurred by Newtown Roofing & Building Ltd. in carrying out Further Works in accordance with the Customer's request pursuant to Clause 4 above.

7.

#### **TERMS OF PAYMENT**

• The balance of the agreed price, which shall include the total amount of the Charges calculated in accordance with Clause 6 above, or as the case may be, the agreed price in full, which shall also include the total amount of Charges already referred to, shall be paid within 14 days of the date of Newtown Roofing & Building Ltd.'s invoice for payment, which will be submitted to the Customer upon completion of the Works.

• The Customer shall not be entitled to withhold payment of any amount due under this contract in respect of any disputed claim for defective Works or in respect of any alleged breach of contract by Newtown Roofing & Building Ltd.

8.

### **STANDARDS OF WORKS**

- All Works will be carried out in a professional and efficient manner and in accordance with the Customer's specifications appearing overleaf and on any continuation thereof. In the event that the Customer is not satisfied with the standard of workmanship or alleges that the Works have not been completed in accordance with the aforementioned specifications, the Customer shall, within fourteen days of completion of the Works, notify Newtown Roofing & Building Ltd. in writing of their complaint and provide details of the alleged defects. The matter shall then be referred by Newtown Roofing & Building Ltd. to an independent Surveyor appointed by the Secretary of the Institute of Chartered Surveyors, who shall determine whether the Works have been completed in accordance with the said specifications and to an accepted standard as ascertained by the Surveyor. The Customer's statutory rights are not affected.
- Upon determination, the Surveyor will issue a certificate that shall be binding upon both the Customer and Newtown Roofing & Building Ltd., both of whom shall accept the determination and act in accordance with it.
- If the Surveyor determines that the Works are below the acceptable standard or have not been completed in accordance with the aforementioned specifications, Newtown Roofing & Building Ltd. will remedy such defects at no additional cost to the Customer.
- In his determination and in issuing the certificate, the Surveyor shall be considered to be acting as an expert and not as an arbitrator.
- All the costs incurred by the Surveyor in reaching his determination and issuing the certificate shall be borne by the unsuccessful party.

9.

### **CUSTOMER'S DUTIES**

- a. Before the commencement of the Works and for the duration thereof, the Customer shall ensure and be solely responsible for the protection and/or removal of all satellite dishes, television or radio aerials, and/or any other fixtures, fittings, additions, or attachments affixed to or near the site of the proposed Works.
- c. Before the commencement of the Works and during the duration thereof, the Customer shall notify Newtown Roofing & Building Ltd. in writing of any glass roofs, glass houses, or neighbouring glass structures. Any such structures shall be expressly included in the Contract between the parties. It is at the discretion of Newtown Roofing & Building Ltd. to board up any glass structures that they consider may be damaged by the roofing works. It is an express condition of this Contract that Newtown Roofing & Building Ltd. shall not be liable for any loss to any glass structure not mentioned in the Contract herein.
- d. The Customer shall at all times keep Newtown Roofing & Building Ltd. well and adequately indemnified against any and all claims made against Newtown Roofing & Building Ltd. for compensation for any loss or damage arising from the Customer's failure to carry out their duties as set out above.

10.

**LIABILITY**

- Newtown Roofing & Building Ltd. shall not be liable to pay for any work or render good any defects in such work carried out upon the Customer's premises by any person, firm, or company unless the engagement of such a person, firm, or company has been made with the knowledge, acquiescence, and prior written consent of Newtown Roofing & Building Ltd.
- Newtown Roofing & Building Ltd. shall not be liable for any damage suffered or loss caused to any appliances, fixtures, fittings, additions, or structures of any kind, whether glass or otherwise, arising as a result of the Customer's failure to adequately protect and/or remove the same in accordance with the Customer's duties as set out in Clause 9 above.
- Newtown Roofing & Building Ltd. shall not be liable for any damage caused to the Customer's premises by reason of water penetration or otherwise arising as a result of weather conditions or otherwise.
- Without prejudice to the foregoing and in any event, Newtown Roofing & Building Ltd.'s liability, if any, for any loss or damage, however arising, shall be limited to either the cost of rectifying the loss or damage or the total amount due under this contract, whichever is lesser.

11.

**GENERAL**

- All materials delivered to or remaining on the site of the proposed Works shall remain the property of Newtown Roofing & Building Ltd., and title thereto shall not pass to the Customer, their trustee in bankruptcy, or their assignees until Newtown Roofing & Building Ltd.'s invoice for payment has been settled in full.
- If the Customer is a Limited Company or in any circumstances where Newtown Roofing & Building Ltd. deems it prudent in its absolute discretion, Newtown Roofing & Building Ltd. shall be entitled to require any number of written personal guarantees to protect against bad debts from the directors of the Limited Company or any other person who, in Newtown Roofing & Building Ltd.'s absolute discretion, is a suitable person for giving such guarantees.

12.

**LAW**

- a. This contract shall be governed by and construed in accordance with the Laws of Scotland.