



Conditions Applicable to Subcontract Orders and Agreements for Thomas Roofing Limited

1. Thomas Roofing Limited

1.1 For the sake of this document **Thomas Roofing Limited** will be known as 'We/Us/Our/Ourselves' and the Customer as 'You/Your/Yourselves' from here on in.

2. When does your contract start?

2.1 Your contract will commence on receipt of written acceptance of our quotation by letter/email. This in turn will be your acceptance of this Terms and Conditions and any revised Terms and Conditions in the future. On receipt of this we will provisionally schedule your project in and send a letter/e-mail of confirmation.

2.2 Should any circumstances change both parties will be notified within 48 hours prior to the commencement of work.

3. Our quotation to you.

3.1 A period of 30 days will be granted for the validation of the quote given by its printed date. Any work wishing to be contracted after the 30 day grace will require a new and possibly amended quote.

3.2 Our quotation will be calculated with all the information supplied to us. Any variations of significant detail may incur additional costs which may include delivery charges if applicable. We reserve the right to charge accordingly.

4. Lighting and Work conditions

4.1 All areas are to be lit to a reasonable standard. If additional lighting is required i.e.: building sites, then this is to be in place before work can commence unless pre arranged by both parties. Any delay in the commencement of work in achieving a reasonable standard of lighting could affect the completion of our work on time and incur additional costs.

5. Accessing the site.

5.1 We will require all access to premises to be pre-arranged by you for any restricted areas that may need to be worked in. Any delay caused by having to arrange access ourselves or not pre-arranged, may incur additional costs if the project runs over because of such an event.

5.2 All permits to be pre-arranged and co-ordinated prior to commencement of works if required.

6. Time scales.

6.1 Job completion date to be agreed and will be worked towards, however conditions and alterations may alter the stated finish date.

7. Additional works.

7.1 No additional works will be carried out unless the relevant paper work (as stated in paragraph 2) is received in time to amend the quotation for the initial contract. All efforts will be made on our behalf to ensure that the additional work can be met within the time allocated to the initial contract phase.

7.2 You may contact the team leader on site and arrange additional works through him and amended his work sheet and sign. This will act as a purchase order and have the same terms and conditions.

8. Working Hours.

8.1 Your contract (unless otherwise stated in our quotation) is for our engineers to work a maximum of one eight (8) hour shift per day Monday to Friday 8.30am to 5.00pm.

9. Cancellation or Change of materials outside of quotation

9.1 In the event of a cancellation of the agreed quoted job. Any materials will still be charged for in agreement of this document. Also a restocking charge or collection charge will be applicable

10. Method Statements.

10.1 Method statements will be issued on request.

11. Health and Safety.

11.1 We reserve the right to cease work at any time due to any Health and Safety issues. (I.A.W. The Health and Safety Act 1974). Our employees are under strict instructions to adhere to all aspects of self-preservation and report any issues to the Health and Safety Officer of Thomas Roofing Limited and the relevant person on the premises.

11.2 We shall not be held responsible for any issues outside the reasonable boundaries that can be expected of a competent and fully trained member of our team. Any issues regarding the health and safety should be brought to the attention of the Director of Thomas Roofing Limited.

12. V.A.T.

12.1 Thomas Roofing Limited are VAT Registered, the price given in the quotation is subject to an additional 20% VAT, unless Paragraphs 2 and 7 above apply.

13. Payment.

13.1 Payment will be on a strict 7-day term, unless an agreement of different payment terms has been reached.

13.2 For projects that exceed 1 month we will invoice on a monthly basis for the work carried out for the previous month. A final invoice will be issued at the end of the project with the final month outstanding and a statement of payment for the invoices that have been paid.

13.3 We reserve the right, in accordance with, the '*Late Payment of Commercial Debts (Interest) Act 1998*' and as amended and supplemented by the '*Late Payments of Commercial Debts Regulations 2002*' to charge interest on overdue payment at a rate of 8% plus the Lloyds Bank Base Rate on a daily basis.

13.4 We also reserve the right, by law to claim compensation for wasted man-hours chasing bad debt at rate of

- £40.00 for debts below £1,000.00 (*per month*)
- £70.00 for debts between £1,001.00 and £10,000.00 (*per month*)
- £100.00 for debts over £10,000.00 (*per month*)

13.5 We will give a period of 7 days, after the required 30-day term (total of 37 days) before seeking legal advice on retrieving payments due to ourselves.

13.6 Goods remain the property of Thomas Roofing Limited until payment has been

received in full. We reserve the right to reclaim any goods not paid for in full. This may

include contacting the end user to enforce our policy.

14. Law

14.1 The Law of England will be the proper Law of this Contract