

A L KING ROOFING LIMITED

TERMS & CONDITIONS – SUPPLY & FIX

1. **DEFINITIONS**
 - In these conditions
 - 1.1 "Company" means A L King Roofing Limited.
 - 1.2 "Commencement Date" means any date agreed between the Company and the Customer under clause 6.1 or, where no such date is agreed, the date the Company commences the Work on site.
 - 1.3 "Completion Date" means any date agreed between the Company and the Customer under clause 6.2
 - 1.4 "Conditions" means these terms and conditions.
 - 1.5 "Contract" means the contract for Works and Materials to be supplied by the Company subject to these Conditions in return for the Contract Price.
 - 1.6 "Contract Price" means the price for the Works and Materials.
 - 1.7 "Customer" means the purchaser of Works and Materials from the Company.
 - 1.8 "Materials" means the materials to be supplied by the Company in carrying out the Works.
 - 1.9 "Site" means the place for performance of the Works.
 - 1.10 "Works" means the roofing or other works to be carried out by the Company.
2. **FORMATION OF CONTRACT**
 - 2.1 Any order sent to or placed with the Company by the Customer (whether or not pursuant to a quotation) shall be accepted at the discretion of the Company and will be accepted on these Conditions.
 - 2.2 Acceptance will be by way of a Company order acknowledgement form.
 - 2.3 These Conditions override any contrary or additional conditions proposed by the Customer.
 - 2.4 The Customer acknowledges that in entering into the Contract it does not rely on any representation made by the Company, its agents or employees save for any such representation made or confirmed by the Company in writing.
3. **QUOTATIONS**
 - 3.1 Quotations are provided by the Company using information and prices available at the date of issue. The Company reserves the right to withdraw or amend any quotation at any time.
 - 3.2 All quotations are exclusive of VAT.
4. **PRICE – PAYMENT**
 - 4.1 The Contract Price is stated exclusive of VAT which will be added to the Company's interim or final application/invoices at the then current rate.
 - 4.2 The Company is entitled to interim payments 1 month after the Commencement Date and subsequently on the same (or nearest) date in each following month.
 - 4.3 The Company is entitled to submit final applications/invoices when it considers the Works are complete.
 - 4.4 Interim and final applications/invoices shall be for a sum equal to the value of Works and Materials carried out and supplied (including unfixed Materials on Site) less the total of previous applications/invoices.
 - 4.5 Interim and final applications/invoices are due on their respective dates.
 - 4.6 Within 5 days of an interim or final application/invoice date the Customer shall;
 - 4.6.1 confirm the sum payable is as stated in the application/invoice; or
 - 4.6.2 set out an alternative sum payable providing details of the calculation of that sum.
 - 4.7 The final date for payment of any interim or final application/invoice is 14 days after date.
 - 4.8 Not less than 3 days before the final date for payment the Customer shall deliver to the Company in writing details of any grounds for withholding payment from the Company and the sum to be withheld under each ground.
 - 4.9 Interest on overdue applications/invoices will accrue on a daily basis from the final dates for payment until payment at the rate of 5% above National Westminster Bank PLC's base rate from time to time.
 - 4.10 The Customer shall not deduct from or set off against any sum due or payable to the Company under the Contract and these Conditions any sum claimed or due from the Company to the Customer under any other contract, agreement or obligation between them.
 - 4.11 If the Customer fails to make any payment by the final date for payment then without prejudice to any of the Company's other rights the Company may;
 - 4.11.1 suspend the Works; or
 - 4.11.2 terminate the Contract;and in either case recover from Site any unfixed Materials.
 - 4.12 On termination under clause 4.11.2 the Company may submit a final invoice to be paid in accordance with clauses 4.4 to 4.8
5. **VARIATIONS**
 - 5.1 The Company is not obliged to accept or make any variations to the Works and Materials and no variation will be binding on the Company unless accepted by it in writing.
 - 5.2 Where a variation proposed by the Customer will affect the Contract Price the Company may provide a written variation quotation.
 - 5.3 The Company may make acceptance by it of any proposed variation conditional upon an extension of the Completion Date.
 - 5.4 If instructed by the Customer to proceed the Company will issue a variation acceptance and the Contract Price and Completion Date will be amended accordingly.
 - 5.5 The Company reserves the right to make any variation in the Works or Materials necessary to conform with any applicable safety, regulatory or statutory requirements.
6. **TIME FOR PERFORMACE**
 - 6.1 Unless specifically agreed by the Company in writing and confirmed in its order acknowledgement form no Commencement Date, Completion Date or programmes requested by the Customer shall be binding on the Company.
 - 6.2 Where the Company agrees to a Completion Date under clause 6.1 and it becomes apparent that the Works will not be completed by the Completion Date for reasons beyond the control of the Company, the Completion Date shall be extended by such time as is reasonable.
 - 6.3 Where no Commencement Date is agreed under clause 6.1 the Customer shall nevertheless give to the Company written notice of commencement as follows;
 - 6.3.1 7 working days where the Contract does not include the supply of Materials; or
 - 6.3.2 (unless otherwise stated by the Company in writing 3 weeks where the Contract includes the supply of Materials.
7. **RISK IN PROPERTY**
 - 7.1 Materials shall be at the Customer's risk from delivery to Site.
 - 7.2 Property in Materials shall not pass to the Customer until;
 - 7.2.1 they are fixed as part of the Works; or
 - 7.2.2 the Customer has paid the Contract Price and no other sums whatsoever are due from the Customer to the Company.
 - 7.3 Until property in Materials passes to it the Customer shall store the Materials (at no cost to the Company) separately from all other materials in its possession and marked clearly to identify them as the Company's property.
 - 7.4 Risk in the Works or any part thereof whether complete or incomplete shall be at the Customer's risk and the Customer shall be responsible for arranging all policies of insurance in respect thereof.
8. **CUSTOMER'S OBLIGATIONS**
 - 8.1 Unless otherwise agreed by the Company in writing the Customer shall provide the Company free of charge with;
 - 8.1.1 all scaffolding and ladders;
 - 8.1.2 all sand and cement;
 - 8.1.3 where Works are to be carried out above 2 metres all lifts and hoists;
 - 8.1.4 a safe connection to a mains electricity supply;
 - 8.1.5 a suitable water supply; and
 - 8.1.6 skips for waste necessary to carry out the Works.
 - 8.2 The Customer is responsible for providing clear access at all reasonable times to all parts of the Site necessary to enable the Company to carry out and proceed regularly with the Works.
 - 8.3 The Customer is responsible for ensuring that all preparatory and concurrent works necessary for the commencement and continuation of the Works are properly carried on and completed so as to enable the Company to proceed regularly with the Works.
 - 8.4 The Customer is responsible for obtaining any necessary approvals, permissions or consents for the carrying out of the Works.
 - 8.5 The Customer will pay to the Company a reasonable sum for any additional Works, Materials, plant/equipment costs and time or travel costs incurred by the Company as a consequence of the Customer's breach of any part of section 8 or clauses 6.3.
 - 8.6 Sums payable under clause 8.5 shall be included in the Company's interim/final invoices and paid in addition to the Contract Price in accordance with clauses 4.5 to 4.8.
9. **MATERIALS DELIVERED TO CUSTOMER'S SPECIFICATION**
 - 9.1 The Company will not be responsible for defects in, or delay in carrying out, the Works or in the quality, quantity or fitness for purpose of any Materials supplied which arise from the Company's reliance on any drawings, specification, calculations, method statements or particulars supplied by the Customer.
 - 9.2 Where any errors or omissions in any drawings, specifications, calculations, method statements or particulars supplied by the Customer cause;
 - 9.2.1 the quantity or quality of Materials to be less than required to complete the Work the supply of any additional Materials shall be a variation subject to the provisions of section 5.
 - 9.2.2 the quantity of Materials to be greater than required to complete the Works the Company may at its discretion issue a credit note for such sums as it sees fit in respect of the excess quantity.
10. **LIMITATIONS OF LIABILITY**
 - 10.1 The Company's liability under the Contract and these Conditions, except for liability in respect of death or personal injury caused by the negligence of the Company, is limited to the reasonable cost of remedying or rectifying any defects in the Works and in no event shall exceed the Contract Price.
 - 10.2 Except as provided by clause 10.1 the Company excludes all liability to the Customer for any loss or damage, whether direct, consequential or economic suffered or loss incurred by the Customer arising under or in connection with the Contract, these Conditions or the carrying out of the Works.
 - 10.3 Except to the extent of the Company's liability under clause 10.1 the Customer shall indemnify the Company in respect of any proceedings, claims, demands, liability or loss whatsoever in respect of any damage to property or the death or injury to any person caused by or in the carrying out of the works.
 - 10.4 The Company does not accept liability for any colour or marking variations contained in and between natural products included in the Materials.
11. **INSOLVENCY OF CUSTOMER**
 - 11.1 Without prejudice to any other right or remedy available to it the Company shall be entitled to terminate the Contract or suspend the Works if the Customer; has a bankruptcy petition issued against it or becomes bankrupt; makes or proposes any arrangement with its creditors; has a proposal for a voluntary arrangement for a composition of debts or scheme of arrangements approved in accordance with the Insolvency Act 1986; has an application made under the Insolvency Act 1986 for the appointment of an administrator; has a winding up petition issued or winding up order made against it; passes a resolution of voluntary winding up; has appointed a receiver or manager of its business; has appointed an administrative receiver; or has possession taken by or on behalf of any creditor of any property to the subject of a charge.
12. **DISPUTE RESOLUTION**
 - 12.1 The Company or the Customer may refer any dispute arising out of or in connection with this Contract to adjudication.
 - 12.2 The rules applicable to any adjudication shall be those in the Scheme for Construction Contracts (England and Wales) Regulations 1998 or any re-enactment or amendment thereof.
 - 12.3 The adjudicator nomination body for the purpose of adjudication shall be the Royal Institution of Chartered Surveyors.
13. **MISCELLANEOUS**
 - 13.1 The Contract and these Conditions shall be governed by the law of England and Wales.
 - 13.2 No waiver by the Company of any breach of Contract or these Conditions by the Customer shall be considered as a waiver of any subsequent breach of Contract or these Conditions by the Customer.
 - 13.3 The illegality, invalidity or unenforceability of any clause in these Conditions shall not affect the legality, validity or enforceability of the remainder.
14. **CANCELLATION RIGHTS**
 - 14.1 The customer has the right to cancel this contract with A L King Roofing Ltd within 7 days of receipt of this notice. In doing so the customer will not incur any costs relating to any part of the job and there will be no penalty for the cancellations of this contract, irrespective of where the contract was signed.
 - 14.2 To cancel the contract, please direct your request in writing to the name and address on the front.
 - 14.3 All cancellation requests will be deemed to have been served as soon as they are posted.