



## Terms and Conditions

### Definitions

'The Company' shall mean Forest Park Developments Ltd trading as Forest Park Roofing.

'The Customer' shall mean the signatory (ies) to this contract.

'The Services' shall mean all works undertaken by the Company for the Customer.

'Contract Price' shall mean the price quoted by the Company and agreed by the Customer together with the price of all additional work carried out by the Company as instructed by the Customer.

'The Installation' shall mean all goods and services supplied by the Company to the Customer.

'Variation' shall mean goods and services supplied by the Company wholly or partly or in addition to those quoted and agreed as state overleaf.

'Extras' shall mean additional goods and services supplied by the Company at the request of the Customer.

'Completion' shall mean when the installation has been finished.

'Ponding' shall mean the accumulation of surface water upon the installation.

'Estimate' shall mean appropriate judgement of value of cost of works and duration of Contract.

The Customer acknowledges that the Company is not engaged to provide consultancy services to diagnose and prescribe remedies to problems of building structure and design

1. Quotations are open for 60 days after which the Company reserves the right to modify or withdraw them.
2. Written acceptance of the quotation shall constitute a contract in which the Company's report and specifications shall be recognised as forming part of the contract and an acknowledgement of receipt and comprehension of their provisions.
3. The Customer shall be entitled to cancel the contract by means in writing within 14 days of signing the contract in which case:
  - 3.1. If the Customer gives written notice within 14 days of the signing of the contract then the Company shall refund the deposit to the Customer in full but without interest.
  - 3.2. If the Customer does not give written notice within 14 days of the signing of the Contract then cancellation shall be at the discretion of the Company. Should the Company accept cancellation then any deposit shall be forfeit and the Customer will pay the Company a fee covering any expenses incurred in excess of the deposit.
4. The contract shall constitute the whole agreement between the Company and the Customer. Variations or amendments shall only be binding in writing and signed by an authorised representative of the Company.
5. The Company hereby agrees to provide the goods and services stated overleaf at the contract price. Should the Company find during the execution of the work that the contract cannot be properly undertaken due to the state or condition of the Customer's property then the Company shall have the right to terminate the agreement with immediate effect on terms that the Customer shall be liable to pay the Company the cost of the goods and services already supplied by the Company at the contract rate including Variation and Extras unless the Company and the Customer shall agree any Variations that in the opinion of the Company, shall be required to enable them to properly perform the contract. The price of such Variations and any Extras shall be agreed in writing between the Customer and the Company.
6. The Customer shall permit the Company, its Servants or Agents such access to the property that the Company reasonably requests for the purpose of surveying, installing and inspecting the works and shall also provide free of charge to the Company during the installation a storage area for the Company's materials as well as 110/240 volt electric power and water. Furthermore the Customer will not interfere with the work of the Company, its Servants or Agents during the installation period. If the Customer fails to permit the Company sufficient access for the Company to complete its contractual obligations the Company shall be entitled to treat the Contract as repudiated and shall be entitled to receive from the Customer the Contract Price.
7. The Company shall use its reasonable endeavours to adhere to any delivery and installation period quoted insofar as it is able but time shall not be the essence and the Company shall not be responsible for any loss or damage sustained by the Customer by reason of any estimated delivery installation or completion or other date quoted not being adhered to.



8. The Company shall not be liable in respect of any loss damage or delay which may be caused by factors outside the control of the Company such as adverse weather conditions prior to or during the installation or sickness or injury to the Company's workforce or factors that could not have been reasonably foreseen by the Company at the time of entering in the Contract.
9. During installation the Company will use its reasonable endeavours to keep the Customer's building and possessions in a weatherproof state but by reason of the nature of the work undertaken by the Company, the Company cannot take responsibility for damage to the Customer's building or possessions by ingress of water or wind unless a temporary roof is installed at the Customer's expense. It is the Customer's responsibility to protect the contents of his property which may be underneath or in the vicinity of the installation during the course of the installation.
10. The Customer acknowledges that small cracks or loose plaster necessitating redecoration may occur in any ceiling immediately below any roof installation and the Company shall not be responsible for the cost of redecoration.
11. Deposits are to be paid to the Company where requested by the Company no later than seven days prior to the commencement of the works. On completion of the installation the customer shall pay the Contract price less any deposits already paid and the Company shall deliver to the Customer a receipted invoice within seven days of completion. The invoice shall also contain the price of any agreed Variations and/or Extras. For the avoidance of doubt the Customer shall not be entitled to refuse payment of the invoice of the main contract only on the ground that he disputes the invoice for any of the Variations or Extras. Payments not forthcoming when due will attract an interest payment at current bank base rate level.
12. Value Added Tax at the appropriate rate shall be payable on all monies due from the Customer to the Company pursuant to this Contract.
13. Upon payment of all monies due from the Customer to the Company under this Contract the Company will, within seven days, issue its guarantee (where applicable). The Customer acknowledges that any insurance backed guarantee will be issued directly by the insurance company within their own time scale and that the Company has no influence regarding this matter. For the avoidance of doubt this guarantee shall not be formally binding upon the Company until all monies due to the Company have been received by the Company.
14. The Company shall have the right to suspend work immediately and without prior notice in the event that any sum due by the Customer to the Company shall be outstanding and unpaid on the due date until such time as the sums in question are paid. The Company shall not be liable for any loss or damage incurred or suffered by the Customer. The Customer shall indemnify the Company in respect of all losses and costs which the Company may suffer or incur as a result of such suspension.
15. The materials supplied to any contract shall remain the property of the Company until the Customer has paid the Contract Price in full.
16. The Customer shall be responsible for ensuring that planning permission, building regulation approval and any other consents of the Local Authority are obtained prior to installation and that all other relevant provisions of any statute governing building and ancillary work have been fully observed. Unless the Company is made aware, the Company accepts no liability whatsoever for any breaches of such statutes or any other regulations or requirements of the Local Authority and shall not be required to provide any indemnity against or make any contribution towards any action which may be brought by the Local Authority against the customer. If work or access to an adjoining property is needed to complete the work satisfactorily, the customer will have previously arranged consent prior to starting.
17. In the event of exposing bats or similar wildlife within the fabric of the building during the works, and if such exposure results in the cessation of works, delays or additional works being required, such costs must be paid for by the Customer
18. The Customer agrees to inform the Company in writing of any claim for compensation for alleged damage done by the Company (howsoever arising) within a reasonable period of time (normally 7 days) of observation of its occurrence, in default of which the Company will accept no liability for such damage.
19. The installation may not be completed in one day and will not necessarily be undertaken in one continuous visit.
20. The Company has not included for the redesign of any falls in the roof levels. Due to the original design of the roof or distortion of the roof supports or settlement of the building some ponding may occur. This will not affect



the terms of the issued guarantee and the Company will not be held liable for any claims or withholding of monies as a result of any such occurrences.

21. The Customer, prior to commencement of any works, must specifically instruct for the reconstruction of any roof falls if this is a Customers' requirements of the proposed works.
22. The Company will not be responsible for remedying defects that existed before the installation or for any damage arising from such a defect, unless the Company and the Customer agree and the cost of such work will be additional to the Contract price. Where the Company agrees to undertake remedial work, they will reasonably endeavour to match new to existing brickwork/tiles/rendering, etc. where practically possible but the Company will always endeavour to minimize any cosmetic or superficial damage incurred during installation.
23. The installation is normally guaranteed by the Company for a period of 10 years with the following exclusions:
  - a. Miscellaneous sundry items, which the Company shall supply to the Customer from time to time and which are ancillary to the main installation, shall be guaranteed for a period of 1 year.
  - b. Gutters and downpipes shall be guaranteed against leakage and discoloration for a period of 1 year.
  - c. Where the Installation is underwritten by the manufacturer in which case the term will be dictated by them.
24. The product guarantees will in most cases be issued by the manufacturer and can be seen on request prior to any agreement being signed.
25. The Company's warranty extends only to the unexpired part of the guarantee period.
26. The Company shall not be obliged to act under the guarantee if:
  - 26.1. Alternations of works have been carried out to the product in part or section, by persons other than the Company's employees or the Company's authorized representatives.
  - 26.2. Damage occurred due to accidents, misuse or neglect by the Customer.
27. The removal of debris, if quoted, will include for all existing materials removed from the quoted works area. This will not include the Customer's own private rubbish or waste, nor will it include the removal of any dust deposits to the surrounding area as a result of the works. Roof materials will be removed from site at no extra cost unless the Customer wishes them to remain, which should be indicated in writing on the order. Once removed from site they become the property of the Company. The Company will not be obliged to return to collect waste roof materials once the Customer has instructed the Company that they should remain. Asbestos and all other materials classified as hazardous by the Health and Safety Executive will not be removed and disposed of by the Company. Such items remain the responsibility of the Customer and must be removed and disposed of in an appropriate manner.
28. Errors and Omissions Excepted.