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**TERMS AND CONDITIONS OF QUOTATION****1. Contract**

This quotation is submitted on the basis that no contract shall be deemed to exist between you (the "Customer") and Russell Roofing Ltd (the "Contractor") until a formal order has been received and accepted by us in writing, in which event the following Terms and Conditions shall apply.

**2. Uneconomical Working**

This quotation is based on one continuous site visit. In the event that this is not possible, due to areas of work not being available to Russell Roofing Ltd, we will endeavour to reschedule our works to suit your requirements without additional cost to you. If this is not possible, we will notify you and agree reasonable additional costs before recommencing the works.

**3. Access**

This quotation is based upon the assumption that reasonable and safe access will be afforded to the site, and in particular, to that portion of the building on which work is to be executed, and that material may be delivered within a close proximity to our working area.

**4. Offloading & Distribution**

This quotation is based on all offloading, hoisting and distribution of materials to be provided to Russell Roofing Ltd, free of charge, unless otherwise agreed in advance.

**5. Site Requirements**

This quotation is based on the following items to be supplied to Russell Roofing Ltd, free of charge, unless otherwise agreed in advance:

- i. Health, safety & welfare facilities.
- ii. Storage facilities.
- iii. Scaffolding & access to meet current BS Standards.
- iv. Edge & fall protection.
- v. Safety barriers & signage.
- vi. Hoists & lifting equipment (e.g. forklift / telehandler etc).
- vii. Access plant (e.g. scissor lift / cherry picker etc).
- viii. Skips & waste disposal from site.
- ix. 110V power supply.
- x. Water supply.

**6. Dayworks / Variations**

Dayworks / Variations will only be carried out upon receipt of an official order / written instruction by an authorised member of the Customer. Our daywork rates will be as follows:

Operative	£50 per hour
Materials	Cost + 25%
Plant	Cost + 25%

**7. Specification**

- a. This quotation is based on fixing and securing our works in accordance with the specification provided by you. Russell Roofing Ltd are unable to accept responsibility should this specification be inadequate or unsuitable in any way.
- b. It is your responsibility to ensure the substrate is suitable for the works in question.
- c. This quotation does not allow for any design, unless specifically stated. All materials will be installed to manufacturers' instructions and standard details as identified in our Bill of Quantities.
- d. Where second hand materials are to be incorporated into the works, we are unable to guarantee to match any existing or sample materials in colour, size or texture.

## 8. Insurance

- a. Our Public Liability Insurance has a limit of £10,000,000.
- b. Our Product Liability Insurance has a limit of £10,000,000.
- c. Our Employers Liability Insurance has a limit to £20,000,000.
- d. Our Professional Indemnity Insurance has a limit to £5,000,000.

## 9. Remedial Works

This quotation, unless otherwise agreed in advance, does not include for rectifying any internal works or other defective items, including:

- i. Brickwork.
- ii. Timber frame.
- iii. Structural timbers.
- iv. Sheathing board.
- v. Leadwork.
- vi. Guttering.
- vii. Glazing.
- viii. Ceilings.
- ix. Fire breaks / cavity closures.

We are unable to guarantee watertightness and do not accept any responsibility, or costs arising from internal repairs, should water ingress occur before our works are fully completed and signed off.

## 10. Price Basis

- a. This quotation is open for acceptance by yourselves for a period of thirty (30) days, after the expiry of which, Russell Roofing Ltd reserve the right to withdraw or review at our discretion.
- b. This quotation is based on the measurements and specifications taken from the information provided by you (e.g. Drawings / Bill of Quantities etc) and any variation there from will be adjusted, in your favour or our own as the case may be, on completion of our work.
- c. If the basis of this quotation is from a Bill of Quantities we have only quoted for items as described and no assumption should be made that any other item has been included without reference back to us.

## 11. Rights & Title

- a. Risk in the Goods shall pass to you:
  - i. upon arrival of the Goods at the Delivery Location; or
  - ii. once the Goods have left Russell Roofing Ltd's premises (whether Russell Roofing Ltd has arranged carriage or not). Any claim for loss or damage in transit must be made by you against the carrier.
- b. Title to the Goods shall not pass to you until Russell Roofing Ltd receives all sums due (in cleared funds) under the Contract and any other contract with the Customer. Until title to the Goods has passed you shall:
  - i. store the Goods separately from all other goods held so that they remain readily identifiable as Russell Roofing Ltd's property;
  - ii. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - iii. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Contractor's behalf from the date of delivery.
- c. Russell Roofing Ltd may recover Goods in respect of which title has not passed to you at any time and you hereby licence Russell Roofing Ltd, its officers, employees and agents to enter upon any premises for the purposes either of satisfying itself that these Conditions are being complied with or recovering any Goods in respect of which title has not passed.
- d. Subject to this clause you may re-sell or use the Goods in the ordinary course of business (but not otherwise) before title passes provided that you shall have a fiduciary duty to account to Russell Roofing Ltd the proceeds of any sale of the Goods (which shall be kept separate and identifiable from the Customer's own monies).

12. Terms of Payment

- a. Payment will be due thirty (30) days from the date of application subject to agreed credit terms.
- b. Value Added Tax (VAT), where applicable, will be charged additionally at the rate which is current at the date upon which our invoice is issued.
- c. Interim applications for payment will be submitted on a monthly basis and will include the value of materials delivered to site / incorporated into the works (70% of total) and labour costs (30% of total) to the application date. Plant and equipment will also be included if applicable.
- d. This quotation is based on zero (0%) retention.
- e. In the event of default in payment, we are without prejudice, at liberty to cease work, and to treat the contract as repudiated by you with no contractual or moral obligations to complete any unfinished sections of the work.