



Terms & Conditions

Ward & Company Construction Ltd
27 Finch Road
Attleborough
Norfolk
NR17 1GL

Definitions

The following words shall have the following meanings throughout the document:

- 1.1 The Customer – the person or company identified on the Quotation and Invoice.
- 1.2 The Company – Ward & Company (trading as) whose registered office is at Ward & Company Construction Ltd, 27 Finch Road, Attleborough, Norfolk, NR17 1GL.
- 1.3 The Works – the goods and services to be supplied by the Company
- 1.4 Quotation – A written estimate of The Works to be supplied, with an associated Total Cost.
- 1.5 Total Cost – the whole amount, inclusive of VAT, to be paid by the Customer to the Company for The Works.
- 1.6 Invoice – A written bill of sale issued by the Company to the Customer when The Works are complete.
- 1.7 Deposit – A proportion of the Total Cost that is payable by the Customer on acceptance of the Quotation.
- 1.8 Commencement Date – a mutually convenient date, agreed between the Customer and the Company, on which The Works will begin.
- 1.9 Credit Agreement – a loan agreement provided by a third party finance company for payment of The Works
- 1.10 Guarantee – a promise to fix, free of charge, any faults which might arise within the Guaranteed Period.
- 1.11 Guaranteed Period – A defined period of time, during which The Works are guaranteed.
- 1.12 Installation Address – the address of the building where The Works are completed.
- 1.13 The Works Area – any area of The Works that is subject to; scaffolding; storage of materials; placement of skips; placement of ladders, or is within a 10 metre radius of where operatives are working, This list is not exhaustive.
- 1.14 The Cancellation Period – a period of 14 days following the Customer's approval of the Quotation. Quotations are deemed no longer valid by The Company after 30 days of the date stated on the Quotation.
- 1.15 Terms and Conditions – the terms and conditions of supply as set out in this document and any special terms and conditions agreed in writing by the Company.
- 1.16 The Contract – the entire agreement between the Customer and the Company, incorporating the Quotation, these Terms & Conditions, any Terms and Conditions issued by the finance company (if any), and any ancillary documents agreed between the Customer and the Company during the course of the Company providing The Works

Supply

The Company will supply the goods and services detailed in the Quotation. The Company reserves the right to offer substitutions and/or incorporate minor or technical modifications when supplying The Works. The substitutions or modifications shall not be inferior to those described in the Quotation.

Payment

3.1 Unless otherwise agreed, the Customer will pay the deposit requested (usually 30% for quotations over £1000), in the Quotation on acceptance of the Quotation. Unless the Customer has entered into a Credit Agreement to pay for The Works, the Customer agrees to promptly pay the balance of the Total Cost on completion of the Works in one of the following ways:

Debit card via the embedded link on the e-invoice

Bank transfer

3.2 The Company may indicate that The Works duration may be lengthy, and usually, weekly staged payments will be discussed prior to the Quotation being confirmed. This may be in the form of job completion (e.g. roof complete, kitchen complete, and the sum chargeable on the Quotation becomes payable, or may be a requested percentage of the Quotation still outstanding on the Quotation. This will roughly correlate to Works which have been completed

and will cover The Company's running costs during The Works such as wage, material, consumable and fuel expenses.

Delivery Time

4.1 When the Customer approves the Quotation, they will be entered into the Company's fitting queue and provided with an approximate Commencement date. This is an estimate and not a term of the agreement. The Company cannot be held responsible for delays due to poor weather conditions, delays with prior works elsewhere, Acts of God, and it is to be understood by the Customer that weather conditions are a significant influencing factor to completing The Works effectively and safely. It is understood that the Customer accepts this and will be patient and understanding should the Works need to be rescheduled.

4.2 Where any consents or permissions are required, as in clause 11 below, these will need to be in place before The Works can commence. Except where due to the Company's omission or error, the Company cannot be held responsible for any delays incurred whilst obtaining such consents or permissions.

Access

5.1 The Company shall advise the Customer when they are ready to install The Works and the Customer agrees to provide prompt access to enable The Works to be completed. The Customer is reminded that the Company requires access to a 240V power supply and water. If this cannot be provided the Customer must advise the Company before the Commencement Date so that alternative provision can be made. The Company can install 240v power at a cost, this will be outlined in writing and added to The Quotation to be payable upon The Works completion.

5.2 If the Customer has not permitted commencement of The Works within 6 months of the Company requesting access, the Company reserves the right to cancel the Contract and the Customer will be liable to pay for any reasonably incurred costs incurred during preparation of The Works for commencement.

Health and Safety

Health and safety risk assessments will be conducted by The Company prior to commencement of The Works. It is understood by the customer that the Company takes safety very seriously and it is incumbent upon the Customer to help minimise risks during The Works. The Customer is expected to; provide clear access for operatives and materials; limit traffic of pedestrians around the Works Area; prohibit the movement of young children and animals around the Works Area. The Customer should treat the Works Area as strictly off-limits for the duration of The Works. Customers are not permitted to climb on ladders or scaffolding.

Guarantees

7.1 The Quotation will describe any Guarantee that is offered on The Works and this is offered in addition to any Customer's rights under Consumer Law. The Guarantee becomes effective when payment has been made for the Total Cost of The Works.

7.2 The Company guarantee to repair or replace, at the Company's discretion, any part of The Works which becomes defective during the Guaranteed Period.

7.3 In order to effect a satisfactory remediation, the Company reserves the right to offer substitutions and/or incorporate minor or technical modifications when supplying remedial works covered by the Guarantee.

7.4 The Guarantee does not cover, and the Company can accept no liability for:

7.4.1 minor imperfections in glass that fall within visual standards laid down by the Glass and Glazing Federation

7.4.2 the prevention or reduction of condensation
7.4.3 damage or faults resulting from subsidence due to soil shrinkage or underground workings or damage caused by the failure of foundations or structure where these have not been constructed by the Company

7.4.4 minor defects to plaster work or brick work due to settlement or as a result of movement on and within the roof area
7.4.5 damage or faults resulting from normal wear and tear (which includes discolouration or frost damage to brickwork or driveways, roof tiles and slates), the customer's failure to comply with the Company's cleaning and maintenance instructions or as a result of accident, misuse or neglect

7.4.5 in the case of flat roofs, natural colour changes caused by exposure to light and nail pop

7.4.6 damage or faults resulting from landslide, subsidence, flooding, drought or storm damage

7.5 All guarantees relate to the Installation Address detailed in the Quotation and may be transferred to new owners

Quotation

8.1 The Quotation will be provided by one of the Company's surveyors and it should not be deemed to be a structural survey. Whilst the Company surveyors are experienced in identifying problems with installations, they shall not be considered experts in all aspects of construction, nor the materials of construction, and consequently shall not be held responsible for failing to identify issues that would require the knowledge of a qualified structural engineer. If the Customer is in any doubt as to the condition of their property, they are advised to consider obtaining their own structural survey.

8.2 The Quotation will only deal with items which are reasonably ascertainable from an examination of the Installation Address, and unless there are obvious problems identified, the surveyor shall assume that the property is structurally sound.

8.3 Unless identified in the Quotation, no account shall be made for finding and removing asbestos materials, nor for the provision of lintels should they be found to be required. Such additional services will be subject to additional, reasonable charges.

8.4 If the Quotation is for a new installation of any kind, regardless of finishing materials, unless otherwise specified in the Quotation, an assumption is made that the existing substrate/ground/timbers/steels are in good condition. If, when The Works are underway, it is discovered that any of the above mentioned are in poor condition, the Customer agrees that they will be replaced at an additional reasonable cost to the original Quotation.

8.5 The Company accepts no responsibility for minor damage caused to plaster ceilings (e.g., cracks or 'nail pop') immediately beneath new decking boards. The Company will fit new decking boards with all due care and attention, but the Customer should expect that some minor damage will be unavoidable.

Removal of existing slates and tiles (Roofing)

Unless detailed on the Quotation, Company operatives shall assume that any tiles or slates that are to be removed and replaced shall be removed from the Installation Site. If the Customer wishes to retain any of the tiles or slates this should be noted on the Quotation. The Company will endeavour to remove tiles and slates without damaging them, but this cannot be guaranteed and the Company will not be held liable to replace any damaged items, unless otherwise stated in the quotation.

Additional Works

10.1 Unless otherwise detailed in the Quotation, the Customer shall be responsible for the removal and replacement of any existing installations such as Television aerials, satellite dishes, burglar alarms, CCTV, and the like.

10.2 Following chimney stack works, the Customer must employ, at their own expense, a registered Gas Safe engineer to carry out a gas safety check. The Customer must not use any fires, boilers or heaters until they have had the check conducted.

Planning Consents

11.1 The Company are not able to advise on whether any consents are necessary. It is the Customer's responsibility to identify the need for any necessary planning permissions, building regulation consents, building warrants or other similar consents or approvals, and to obtain those which The Company have not agreed in writing to apply for on The Customer's behalf. The Company shall not be obliged to perform The Works until it has received satisfactory confirmation that all such consents and approvals have been obtained.

11.2 If, at the Customer's request, the Company agrees to commence any part of The Works before all such consents and approvals have been obtained, the Company shall do so entirely at the Customer's risk and responsibility. In the event that The Works have commenced, and consents and approvals are denied, the Customer will be responsible for paying the Company for any costs or losses that the Company has reasonably incurred as a result of any part of The Works completed before consents and approvals were denied. The Customer will be and remain responsible for the payment of all fees and charges incurred in connection with the obtaining of any such permission or-consents, whether or not successfully obtained.

Credit Agreement

12.1 If the Customer chooses to pay for The Works using a Credit Agreement arranged by the Company's finance provider, it will be subject to additional terms and conditions that will be supplied by the finance provider.

12.2 If the Customer has agreed to pay for The Works via a Credit Agreement the cancellation rights will be detailed in the terms and conditions of the Credit Agreement, clause 4 of this document will not apply.

Data Protection and use of Personal Information

13.1 The Company will use the Customer's information to personalise their communication with them and to inform the Customer of the Company's products, services and any offers. The Company may contact the Customer by post, e-mail or telephone for these purposes. If the Customer does not wish personal information to be used for the purposes described they should write to 'The Data Controller, Ward & Company Constructions Ltd, 27 Finch Road, Attleborough, Norfolk, NR17 1GL, or call 07752 332623.

13.2 Where the Customer does not allow the Company to pass their information to the guarantee bodies they will be unable to send the Customer a certificate of compliance and the Customer will need to obtain this themselves.

13.3 Where insurance backed guarantees are requested, the Customer's name and address will be passed to an authorised insurance provider to enable them to write to the Customer and offer the insurance cover.

General

It is the Customer's responsibility to ensure that they have read, reviewed and understood the Quotation and confirmed that it meets their requirements before The Works commence. Remedials Sometimes new roofs, flat roofs and repairs experience minor discrepancies and/or adjustment in the first year after install. Often this can be flashings setting in or movements in cement work or detailing. This is to be expected and any associated problems, including leaks, should be reported quickly to enable the Company to deal with any issues accordingly. Any work conducted under guarantee will be completed free of charge and as quickly as possible.

Wall flashings

Wall fastenings are fastened as deep as possible into a wall chase or chimney, but brickwork pointing can be a major source of subsequent leaks. A wall or chimney flashing is only as good as the brickwork above it and the Company surveyors may advise further waterproofing and re pointing work to be carried out in the event of persistent leaks.

Notice of The Right to Cancel

16.1 The Customer has a right to cancel this contract if they so wish and this right can be exercised by completing the details in Attachment One of these Terms & Conditions and sending it to the Company within the Cancellation Period. This can be done by e-mailing hello@wardandcompany.co.uk or by posting to Ward & Company Construction Ltd, 27 Finch Road, Attleborough, Norfolk, NR17 1GL.

17.2 This notice of cancellation is deemed to be served as soon as it is posted, sent or emailed.

17.3 Note – The Customer may be required to pay for any goods and services supplied if The Works have commenced before the end of the Cancellation Period, or materials purchased in accordance with The Quotation to be used during The Works.

17.4 Note – Customer cancellation within 14 days will automatically cancel any Credit Agreement arranged by the Company's finance provider.