

ROOFIX SOLUTIONS LTD TERMS AND CONDITIONS 2024/25

These terms and conditions govern the use of services provided by Roofix Solutions Ltd. trading as to its clients in the United Kingdom. By engaging these services, the client agrees to be bound by these terms in conjunction with any specific guidelines provided.

1. Definitions.

- i) "*Client*" refers to the individual or organization engaging Roofix Solutions services. If an agent acts on behalf of a third party, unless designated otherwise in writing by the third party, they shall be deemed the client.
- ii) "*Contract Price*" signifies the agreed fee or scale of charges for the work, subject to any alterations as provided herein.
- iii) "*Contract*" encompasses the agreement between the client and surveyor, inclusive of these terms, all specifications, and relevant documents.
- iv) "*Surveyor*" denotes Roofix Solutions, the entity whose quotation for the work is accepted by the client.
- v) "*Work*" encompasses surveying, mapping, setting out, or any other services executed, along with supporting plans, in accordance with the specification.
- vi) "*Purpose*" refers to the intended use of the works as stated in the contract.
- vii) "Quotation Period" denotes the duration from the surveyor's receipt of an invitation to provide a quotation until the submission deadline.
- viii) "*Plans*" includes drawings, digital data, photographs, reports or any supporting documentation.

2. Quotations and Specifications

During the quotation period, the surveyor endeavours to understand the nature, requirements, and conditions of the work. The client warrants providing all relevant information regarding the works nature, scope and any exceptional conditions.

3. Commencement of Work and Cancellation

The surveyor shall commence work only upon written request from the client. Once work commences, cancellation by the client necessitates full compensation to the surveyor for work done and a percentage of the remaining contract price.

4. Execution of Work and Delivery

The surveyor shall execute work as per specifications and agreed delivery dates. Delivery shall be to the client or a third party instructed by the client. Any refusal of delivery or circumstances preventing delivery beyond the surveyor's control shall entitle invoicing of completed work.

5. Completion and Extensions

Work shall be completed within agreed timelines. Requests for time extensions must be made in writing by the surveyor within 7 days of awareness. Extensions not affecting the total; otherwise, contract price renegotiation is required.

6. Variations

If the client wishes to vary work informally or quantitatively the variation must be agreed upon by the surveyor and price renegotiation could occur.

7. Sub-Contracting

The surveyor may sub-contract part of the work while retaining full responsibility.

8. Access and Permissions

The client shall obtain necessary permissions for surveyor access to private property and provide occupier lists and identification letters if needed.

9. Examination and Testing

The client may examine or test work or materials, with associated costs borne by the client.

10. Invoicing and Payment

Invoices shall be submitted at intervals not less than monthly, with payment due within 14 days. Overdue accounts may incur interest. Final payment indicates acknowledgment of contract performance.

11. Insurance

The surveyor shall maintain insurance coverage as per professional standards. Plans are insured until effective delivery.

12. Liability and Indemnity

The surveyor's liability is limited to specified scale, accuracy, and stated purposes. Consequential losses or damages are not covered.

13. Breach and Termination

Breach by either party may lead to termination upon notice. Compensation terms apply. Non-payment may result in work suspension or termination.

14. Bankruptcy

Bankruptcy of either party may lead to contract suspension or termination.

15. Force Majeure

The surveyor is not liable for work delays due to circumstances beyond their control. Contract termination may follow prolonged force majeure events.

16. Copyright and Confidentiality

The surveyor retains copyright of plans and grants a license for client use upon full payment. Confidential information shall be respected and not disclosed.

17. Governing Law and Complaints

The contract is governed by UK law. Internal complaints procedures apply, and disputes may be referred to third party resolution.