

Terms and Conditions – Estimating

Definitions

“The Company” – Roof Estimating Services Ltd and its employees and contractors

“The Customer” – The Company, Partnership or Sole Trader requesting the estimate

“The End User” – This may be the Customer or the Customer’s client

“The Job(s)” – The estimate requested by The Customer

“The/a Proposal” – The information, estimate, associated diagrams etc. provided to The Customer by The Company

These terms and conditions are applicable to all estimates, and revisions to those estimates, provided by The Company to The Customer.

- The Job must be requested by email to jobs@roofestimatingervices.com.
- The Company will respond within 2 working days and may either accept the job, request additional information, submit a proposal including costs and a timescale for completion, or explain why it is not possible to accept The Job.
- The Company will not proceed with The Proposal until The Customer has accepted The Proposal by email to jobs@roofestimatingervices.com.
- The Proposal is based on the information provided by The Customer at the time of submission. If any errors, discrepancies, or required changes are identified, The Company reserves the right to adjust its charges accordingly.
- The Proposal is priced on the basis that The Job will be completed during standard working hours: 9:00am to 5:00pm, Monday to Friday (excluding Bank Holidays). Work required outside of these hours to meet The Customer’s deadlines may incur additional charges.
- The Proposal is valid for 10 working days from the date of issue. However, the proposed timeline for completion may change if The Customer does not instruct The Company to proceed on the same day as The Proposal is issued.
- The Customer must provide full documentation including diagrams, measurements, choice of materials and any additional information requested or required. The Customer accepts full responsibility for the accuracy of this information and understands that The Company will not verify whether this information, or information provided by The End User, is correct or accurate.
- All estimates, drawings, calculations, and related documents produced by The Company remain the intellectual property of The Company unless explicitly agreed otherwise in writing. The Customer shall not copy, share, or use these for any other purpose without prior consent.
- The Company will process all personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Any information provided will be used solely

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for the purpose of delivering the agreed services and will not be shared with third parties without the data subject's explicit consent, unless required by law.

- Both The Company and The Customer agree to keep all project-related information confidential and not disclose it to third parties without written consent, except where disclosure is required by law.
- The Company terms and conditions take precedence over all other terms and conditions. Where The Customer requires a Purchase Order to be shown on the invoice, The Company will not be bound by any of the associated terms and conditions, and it is accepted by The Company only for the purpose of confirming the value and other details of the order and to assist The Customer with their internal processes.
- The Company may provide professional advice and recommendations in relation to the Services, such as estimates of quantities needed and the suitability of materials. However, this is for guidance, and The Company does not accept responsibility for any actions taken because of such advice or recommendations. Further, The Company shall not be liable for any consequences should any professional advice not be taken.
- If The Customer chooses to use any materials, products, or specifications other than those listed in the estimate provided by the company, The Company shall accept no liability for any resulting discrepancies, performance issues, or associated costs.
- **The Company does not include any allowance for breakages, on site wastage, loss, tile variations etc. The Customer is therefore advised to include a contingency allowance in their figures to the End User and are encouraged to do so based on their own experience and knowledge.**
- The Company will issue an invoice for the work completed. This is payable upon receipt unless other terms have been agreed in writing by The Company. The Company will require full payment in advance for all new Customers or where The Customer has previously not adhered to the agreed terms.
- The Company will undertake all work with due care and attention and will follow the standard and level of skill reasonably expected of professionals in the same field, working under similar conditions. Except as provided in this section, no other warranties, expressed or implied, are offered or intended by The Company.
- The Customer is responsible for thoroughly checking all details upon receipt of the estimate as well as the associated diagrams and documentation. This includes all notes, assumptions and details in accompanying emails or conversations. It is strongly recommended that The Customer does this in conjunction with The End User.
- If The Customer notices a discrepancy, they must report this to The Company, within 5 working days of receipt, by email to jobs@roofestimatingervices.com.
- Where it is found that there has been an error on the part of The Company, a revised estimate will be completed and provided free of charge. Revisions for any other reason, including where the information provided by The Customer has been incorrect, incomplete or ambiguous, are chargeable in line with our standard fees.

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The Customer is deemed to have accepted the estimate as is and to have assumed full responsibility for the contents and costings unless they have advised The Company of any query within 5 working days of receipt of the estimate. After this time, The Company accepts no responsibility for any costs that The Customer may have incurred, or is likely to incur, but will address any issues raised by The Customer on a case-by-case basis subject to the following:

- The Customer must report any potential issues to The Company by email to jobs@roofestimatingervices.com. This must be done within 2 working days of The Customer first becoming aware of the potential issue.
- The Customer must provide full details of the issue including:
 - The original job name and The Company job reference number.
 - Written information detailing the reason for believing there is a discrepancy.
 - Documentation supporting the costs The Customer believes they have incurred.
- The Company will respond within 5 working days and may request further information from The Customer. If The Customer is already working on site with The End User, The Company will endeavor to respond more quickly.
- The liability of The Company will be limited to the cost of supply of goods only. This will be calculated based on trade prices, of the exact materials detailed in the estimate, at the time the estimate was provided.
- The first £250 of any claim is excluded and the liability of the Company will then be limited to a maximum of 50% for Merchants and a maximum of 75% for Contractors
- If accepted, this will be processed as a Credit Note on The Customer's account and will be offset against current outstanding or future invoices.

If a claim is made under The Company's Professional Indemnity Insurance:

- The first £750 of every claim is excluded.
- The Insurers decision is final.
- If the Insurers reject the claim, The Company will not enter further discussions on the same issue.
- If the Insurers agree the claim and issue a payout, this will be passed on to The Customer within 28 working days from receipt of cleared funds from the Insurers. Payment due from The Customer for any outstanding invoices issued by The Company must be paid in full by bank transfer before this payment is made.
- The Customer will also be required to confirm that receipt of the payment constitutes full and final settlement of the claim/query. The Customer must provide details of their company bank account details on headed paper with a signed declaration from a company director or bank account signatory that the details are correct.