HOW WE WORK WITH YOU

Terms and Conditions of Business

For homeowners and other domestic customers

These are the terms on which Willow Roofing Ltd carries out roofing work for you. Please read them before you accept a quotation. They are written in plain English on purpose: if anything is unclear, ask us before you go ahead and we will explain it.

Your quotation and these terms together form the contract between us. If your quotation says something different from these terms, the quotation wins on that point.

1 Who we are

We are Willow Roofing Ltd, a company registered in England and Wales under company number 17327011. Our registered office is 20d Arrow Close, Newcastle upon Tyne, NE12 6QN. In these terms "we", "us" and "our" mean Willow Roofing Ltd, and "you" means the customer named on the quotation.

You can reach us on 0191 743 3313 or at hello@willowroofingne.co.uk. Anything in these terms that needs to be "in writing" can be done by email, by letter, or through the online quotation page we send you.

2 Your quotation and the contract

2.1 We will survey the roof and give you a written quotation describing the work, the price, the payment schedule and the guarantee that applies. The quotation is valid for 30 days from the date on it unless it says otherwise. After that we may need to re-price it.

2.2 A contract is formed when you accept the quotation. You can accept by clicking Accept on the online quotation page, by telling us in writing, or by paying the deposit. Acceptance of a quotation that offers a choice of options is acceptance of the option or options you select.

2.3 The quotation covers only the work described in it. Anything not listed is not included. Items marked as optional are included only if you choose them.

2.4 Where a quotation describes an item as an estimate or a provisional sum, that figure is our best assessment before the work is opened up, and the final charge for that item will reflect the work actually needed. We will tell you before the cost changes.

2.5 Our quotation is based on what we could see and reasonably assess at the survey. We cannot see inside the roof structure, under the existing covering or behind render and brickwork without opening them up.

3 Price and VAT

3.1 The price in your quotation is for the work described. It includes our labour, the materials listed, access equipment where stated, and removal of the waste we generate, unless the quotation says otherwise.

3.2 Your quotation states whether VAT applies and, if so, the amount. If the rate of VAT changes between the quotation and the invoice, the invoice will show the rate in force on the date of the invoice.

3.3 The price will only change if you ask for additional or different work, if we find a problem we could not have reasonably seen at the survey (see section 9), or if a provisional sum turns out differently. In every case we will tell you in writing before carrying out the extra work.

4 Paying for the work

4.1 Unless your quotation sets out a different schedule, payment falls due in stages according to the value of the work before VAT:

- Work up to £999: payment in full on completion.
- Work from £1,000 to £4,999: a 20% deposit on acceptance, and the remaining 80% on completion.
- Work of £5,000 and above: a 20% deposit on acceptance, 30% on the day we start on site, and the remaining 50% on completion.

4.2 The deposit secures your dates and lets us order materials. We do not book a start date until it has been received.

4.3 We issue an invoice for each stage. The deposit is due on acceptance. A start payment is due on the first day we are on site. The completion payment is due once you have looked over the finished work, and in any event within 7 days of the invoice date.

4.4 Please pay by bank transfer to the account shown on the invoice. We never change our bank details by email. If you receive a message asking you to pay to a different account, ring us on the number above before paying anything.

4.5 If a stage payment is overdue we may pause the work until it is received, and we may charge interest on the overdue amount at 4% a year above the Bank of England base rate from the due date until payment. We will always remind you before doing either.

4.6 Our written guarantee (section 11) is issued when the final payment has been received in full.

5 Your right to cancel

5.1 Most of our contracts are agreed in your home or online rather than at our premises. Where that is the case, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 give you the right to cancel the contract for any reason within 14 days of the day you accepted the quotation.

5.2 To cancel, tell us clearly in writing before the 14 days are up. You can use the cancellation form in Schedule 1, but you do not have to. An email to hello@willowroofingne.co.uk saying you wish to cancel is enough.

5.3 If you cancel within the 14 days and we have not started work, we will refund everything you have paid within 14 days of hearing from you, using the same method you paid by.

5.4 If you want us to start inside the 14 days, for example because the roof is letting in water, you can ask us to in writing. If you then cancel, you will pay a fair amount for the work done up to the point you told us, worked out as a proportion of the total price, and we will refund the rest of anything you have paid.

5.5 Materials made or cut to your specification and ordered at your request before you cancel, such as specially ordered tiles or lead work, cannot be returned to the supplier, and you will be responsible for their cost.

5.6 Once the 14 days have passed, the contract can only be ended as set out in section 18 or by agreement between us.

6 Booking, start dates and delays

6.1 Once the deposit is received we will agree a start date with you. Dates are given in good faith, but roofing depends on the weather and on materials arriving. If we have to move a date we will tell you as early as we can and offer the next available date.

6.2 We will not work on a roof in conditions that make it unsafe or that would compromise the quality of the work, such as high wind, heavy rain, ice or lightning. Time lost to weather is added to the programme and does not entitle either of us to compensation.

6.3 We will leave the roof weather-tight at the end of each working day wherever it is practical to do so.

6.4 If you need to postpone after a date is agreed, please give us as much notice as you can. Where we have already ordered materials or booked scaffolding for your dates, we may need to pass on any cost we cannot recover.

7 What we need from you

7.1 Please give us clear access to the property, the roof and the areas around it on the agreed dates, including somewhere to park a van and to store materials and a skip where needed. If a parking permit, skip permit or road closure is required, we will tell you and the cost is added to the price unless it was included.

7.2 Please move vehicles, garden furniture, plants, ornaments and anything fragile away from the working area and the drop zone below the roof before we arrive, and cover or clear anything in the loft that could be affected by dust and debris. We will take reasonable care, but we cannot be responsible for damage to items left in those areas.

7.3 Please keep children and pets away from the work area, the scaffold and the skip while we are on site.

7.4 You are responsible for obtaining any planning permission, listed building consent, conservation area consent or permission from a landlord or freeholder that the work needs, unless the quotation says we will arrange it. If you are not sure whether consent is needed, ask us and we will help you find out.

7.5 If the work affects a wall or roof shared with a neighbour, or scaffolding needs to stand on a neighbour's land, you are responsible for obtaining their agreement and for any notice required under the Party Wall etc. Act 1996. We will help with the practical arrangements.

7.6 We will need access to mains electricity and water where the work requires it.

8 Scaffolding and access equipment

8.1 Where the quotation includes scaffolding, it is supplied and erected by a contracted scaffolding company and remains their property. It stays up for the duration of the work and is taken down as soon as practical afterwards.

8.2 Scaffolding is for our use only. Please do not climb on it, store anything on it, or let anyone else use it. If you want another trade to make use of it while it is up, ask us first so the scaffolder can confirm it is safe for that purpose.

8.3 Television aerials, satellite dishes, solar panels, alarm sensors and similar fittings may need to be moved to carry out the work. Where we need to disturb them we will say so in the quotation. Re-tuning or re-aligning them is not included unless stated.

9 Changes to the work and things we could not see

9.1 If you ask for extra or different work after the quotation is accepted, we will quote for it in writing and carry it out once you agree. Extra work is added to the final invoice.

9.2 Roofs sometimes reveal problems only once they are opened up: rotten rafters, battens or wall plates, failed chimney fabric, hidden asbestos, or a structure that will not take the new covering without strengthening. If we find something like this we will stop, show you, explain what it means and give you a written price for dealing with it before we continue.

9.3 If the problem makes the roof unsafe or leaves it open to the weather and we cannot reach you, we will do whatever is reasonably necessary to make it safe and weather-tight, and we will tell you what we did and what it cost as soon as we can.

9.4 We do not remove asbestos. If we find or suspect asbestos we will stop work in that area and tell you. Removal must be carried out by a licensed contractor before we can continue.

10 Materials and workmanship

10.1 We carry out all work with reasonable care and skill, and we use materials of good quality that are fit for purpose and match the description in the quotation. Where a manufacturer or product is named, we fit that product. Where it is not, we choose a suitable product of equivalent quality.

10.2 If a specified material becomes unavailable we will offer you the nearest equivalent and will not substitute without telling you.

10.3 New tiles, slates, lead, mortar and timber will not be an exact match for weathered existing materials. Where you ask us to match an existing roof we will get as close as we reasonably can, and where we re-use salvaged materials from your roof we cannot guarantee the quantity or condition of what can be saved.

10.4 Materials, fittings and scaffolding on site belong to us or our suppliers until the work is paid for in full. Please keep them secure overnight where you reasonably can. Materials we strip from the roof become our property once removed, unless you tell us before we start that you want to keep them.

10.5 Some materials carry a guarantee from the manufacturer. Where they do, we will give you the details and pass on any registration paperwork. Those guarantees are given by the manufacturer, not by us.

11 Our guarantee

11.1 All our workmanship is covered by a written guarantee: 10 years on new roof installations and 12 months on repairs, unless your quotation states a different term. The guarantee covers our workmanship on the work described in the quotation. If any part of it proves defective within the period, we will put it right at our own cost.

11.2 We issue a guarantee certificate once the final payment has been received. The certificate sets out exactly what is and is not covered and how to make a claim. Cover runs from the day the work was completed.

11.3 The guarantee covers the property and passes to a new owner if you sell within the period. Ring us and we will reissue it in their name at no charge.

11.4 Our guarantee is given and honoured by Willow Roofing Ltd. We are a member of the Independent Warranty Association and we register every new roof installation with the scheme as part of the job, with nothing extra for you to pay. The Independent Warranty Association writes to you directly under its own documents, which we do not describe or sell and which do not form part of these terms. Repairs are not registered with the scheme and are covered by our own guarantee only.

11.5 The guarantee does not cover damage caused by storms beyond what the materials are designed to withstand, work done by others after we have finished, lack of routine maintenance, structural movement of the building, or parts of the roof or building we were not asked to work on. The certificate lists the exclusions in full.

11.6 The guarantee is in addition to your legal rights under the Consumer Rights Act 2015 and does not reduce them.

12 Insurance and our responsibility to you

12.1 We hold public liability insurance with a limit of £2,000,000 and employers' liability insurance with a limit of £10,000,000. Copies of the certificates are available on request.

12.2 We are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or failing to use reasonable care and skill. We are not responsible for loss or damage that was not foreseeable, that was caused by something outside our reasonable control, or that results from the condition of the building before we started, including pre-existing defects in the structure, plaster, decoration, pipework or wiring that our work reveals or disturbs but did not cause.

12.3 Working on an old building can cause minor cracking to ceilings and plaster and a certain amount of dust and debris in the loft. We take care to keep this to a minimum, but some is unavoidable on roofing work, and we are not responsible for it unless it has been caused by our negligence.

12.4 Nothing in these terms limits or excludes our liability for death or personal injury caused by our negligence, for fraud, or for anything else that the law does not allow us to limit or exclude.

12.5 We only supply work for domestic and private use. We are not responsible for any loss of profit, loss of business or business interruption.

13 Waste and clearing up

13.1 We remove the waste from our work, either by skip or in our vans, and dispose of it lawfully. We sweep the working area and run a magnet over lawns and drives for nails at the end of the job.

13.2 Where a skip is needed it will be placed where you and we agree. If it must stand on the public highway, a council permit is required and we will arrange it; the cost is included in the quotation where stated.

14 Health and safety

14.1 We work to a written health and safety policy and risk assessments, and the site is under our control while we are working on it. Please follow any reasonable instruction from our team about keeping away from the work area, the scaffold and the drop zone.

14.2 We may stop work if conditions on site become unsafe for our team or for you, and we will tell you why.

15 Photographs

15.1 We take photographs of the roof before, during and after the work. They form part of our record of the job, support your guarantee, and are often the only way to show you a problem on a roof you cannot see yourself.

15.2 We would like to use photographs of finished work to show other customers what we do. We will only do so with your permission, and we never publish your name or your full address.

16 Your information

16.1 We hold your name, contact details, address and the details of your job so that we can carry out the work, invoice you, honour your guarantee and contact you about the job. We keep the records for as long as the guarantee lasts and for as long afterwards as the law requires.

16.2 We do not sell your information. We share it only with people who need it to do the job, such as our scaffolding contractor or a materials supplier delivering to your address, and with our accountants and software providers. You can ask to see the information we hold about you, or ask us to correct it, by contacting us at the details above.

17 If something goes wrong

17.1 If you are unhappy with any part of our work, please tell us as soon as you can, by phone or in writing. We would much rather hear about it and fix it. We will acknowledge a written complaint within 3 working days and respond fully, in writing, within 10 working days. If we need longer, for example to inspect the roof, we will tell you when to expect our response.

17.2 If we cannot resolve the matter between us, you can get free, impartial advice from the Citizens Advice consumer service on 0808 223 1133, and you have the right to take the matter to court. We are not currently a member of an alternative dispute resolution scheme, but we will consider mediation if you ask for it.

17.3 Please tell us before you ask another roofer to inspect or alter work we have done. Once someone else has worked on the roof it is often impossible to say whose work has failed.

18 Ending the contract

18.1 You can end the contract at any time if we have seriously broken it and not put things right within a reasonable time of your asking, or if we have told you we are unable to carry out the work. In those cases you pay only for work properly done up to that point.

18.2 We can end the contract if a stage payment remains unpaid 14 days after we have reminded you, if you refuse us reasonable access to the property, if you ask us to work in a way we consider unsafe, or if you or anyone at the property is abusive to our team. We will tell you in writing. You will pay for work properly carried out and materials supplied up to that point, and we will leave the roof in a safe and weather-tight condition.

18.3 Neither of us is responsible for failing to do what we have agreed because of events outside our reasonable control, such as severe weather, fire, flood, pandemic restrictions, strikes, or supply failures. The affected party will tell the other promptly and we will agree how to proceed.

19 Business customers

19.1 If you are a business, a landlord, a letting agent or a managing agent, or you are buying the work for a business purpose, sections 5, 12.2, 12.3, 12.5 and 17.2 do not apply, and instead: our total liability under the contract is limited to the price of the work; invoices are due within 14 days of the invoice date; and overdue sums carry interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998.

20 General

20.1 The quotation and these terms are the whole agreement between us. Anything either of us says before the contract is formed is not part of it unless it is written into the quotation.

20.2 If any part of these terms is found by a court to be unfair or unenforceable, the rest still applies.

20.3 We may use sub-contractors for parts of the work, such as scaffolding or lead work. We remain responsible to you for the whole job.

20.4 The contract is between you and us. Only you and we can enforce it, except that whoever owns the property can enforce the guarantee as set out in the certificate.

20.5 If we do not insist on a right under these terms straight away, we can still insist on it later.

20.6 These terms are governed by the law of England and Wales, and the courts of England and Wales have jurisdiction over any dispute. If you live in Scotland or Northern Ireland you may bring proceedings in your local courts.

20.7 We may update these terms from time to time. The version that applies to your job is the one in force on the date of your quotation.

Schedule 1: Cancellation form

Complete and return this form only if you wish to cancel the contract within the 14-day cancellation period.

To: Willow Roofing Ltd, 20d Arrow Close, Newcastle upon Tyne, NE12 6QN. Email: hello@willowroofingne.co.uk

I/We hereby give notice that I/we cancel my/our contract for the supply of the following service:

Quotation reference: _____

Accepted on: _____

Name of customer(s): _____

Address of customer(s): _____

Signature of customer(s) (only if this form is sent on paper): _____

Date: _____

Schedule 2: Request to start work within the cancellation period

Complete this only if you want us to begin work before your 14-day cancellation period has ended.

I/We ask Willow Roofing Ltd to begin the work described in quotation _____ before the end of my/our 14-day cancellation period.

I/We understand that I/we may still cancel within the 14 days, and that if I/we do so I/we will pay a fair proportion of the price for the work carried out up to the point of cancellation, as set out in clause 5.4.

Name of customer(s): _____

Address of the property: _____

Signature: _____ Date: _____

Willow Roofing Ltd
Registered in England and Wales, company number 17327011. Registered office: 20d Arrow Close, Newcastle upon Tyne, NE12 6QN.
0191 743 3313 · hello@willowroofingne.co.uk · willowroofingne.co.uk
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