

ROAR SCAFFOLDING LTD

TERMS & CONDITIONS DOMESTIC WORKS

These Terms & Conditions apply where an individual engages ROAR Scaffolding Ltd for scaffolding and associated works wholly or mainly outside their trade, business, craft or profession.

If the works relate to a rental property, property development or another business activity, the Company's Commercial Terms & Conditions may apply instead.

1. DEFINITIONS

1.1 In these Terms:

"Company" means ROAR Scaffolding Ltd.

"Client" means the individual accepting the Quotation or instructing the Works.

"Contract" means the accepted Quotation, these Terms, any accepted variation and any document expressly incorporated by the Company.

"Contract Value" means the whole then-current value of the accepted Quotation together with all accepted variations, adaptations and additional works, excluding VAT. Unless the Company expressly agrees otherwise in writing, it is not limited to the value of scaffold remaining on Site, an individual elevation, section, lift or phase.

"Equipment" means all scaffold tubes, fittings, boards, beams, sheeting, temporary-roof components, ladders, gates, alarms and other equipment supplied by the Company.

"First Completed Scaffold Use" means the date on which the first scaffold, section, elevation, lift or phase is completed, and the Client, builder, contractor or other authorised person is notified that it is ready and available for use.

"Initial Hire Period" means the period of scaffold hire expressly stated in the Quotation.

"Quotation" means the Company's quotation, estimate, addendum or variation issued through Tradify or otherwise in writing.

"Site" means the property or location at which the Works are carried out or the Equipment is situated.

"Temporary-Roof Contract" means any Contract that includes a temporary-roof structure, temporary-roof covering or top-hat structure supplied by the Company.

"Works" means the survey, design, delivery, erection, alteration, adaptation, inspection, hire and dismantling described in the Contract.

"Working Day" means any day other than a Saturday, Sunday or public holiday in England.

1.2 References to "writing" include email, Tradify communication and other electronic communication capable of being retained.

1.3 If the Quotation expressly differs from these Terms, the Quotation shall take precedence in relation to that specific matter.

2. CONTRACT FORMATION

2.1 A Contract is formed upon the earliest of:

- 2.1.1 Electronic acceptance of the Quotation through Tradify;
- 2.1.2 Written acceptance by email or another durable medium;
- 2.1.3 Payment of a deposit or advance invoice;
- 2.1.4 Written instruction to proceed; or
- 2.1.5 Commencement of the Works at the Client's request.

2.2 Acceptance through Tradify has the same contractual effect as written acceptance. No separate physical signature is required.

2.3 The Company shall provide the Client with a copy or confirmation of the Contract in a durable medium.

2.4 Nothing in these Terms affects the Client's statutory rights under the Consumer Rights Act 2015 or other applicable consumer legislation.

3. QUOTATION VALIDITY, PRICE AND AVAILABILITY

3.1 Unless expressly stated otherwise, every Quotation is valid for acceptance for 30 calendar days from its date of issue.

3.2 A Quotation not accepted within that 30-day period automatically expires and may be withdrawn, amended or reissued.

3.3 The quoted price and indicated availability are based upon erection commencing within 30 calendar days of the Quotation date unless:

- 3.3.1 The Quotation expressly identifies a later commencement date; or
- 3.3.2 A later commencement date is agreed by the Company in writing.

3.4 Acceptance of a Quotation does not reserve labour, Equipment, transport or design resources indefinitely or guarantee an erection date unless that date has been confirmed in writing.

3.5 If the Client requests or delays commencement until more than 30 calendar days after the Quotation date, the Company may review the price and availability before commencing.

3.6 Any price review must be based on reasonable and identifiable matters such as:

- 3.6.1 Labour or subcontractor cost changes;
- 3.6.2 Equipment, material, fuel or transport cost changes;
- 3.6.3 Seasonal or resource availability;
- 3.6.4 Changes in legislation, standards or industry guidance;
- 3.6.5 Changes to the Site, access or construction programme; or
- 3.6.6 Additional or different requirements from those originally priced.

3.7 The Company will provide any proposed revised price in writing before mobilisation.

3.8 The Company is not required to commence the affected Works unless the Client accepts the revised price in writing or through Tradify.

3.9 If the Client does not accept the revised price, they may cancel the unperformed Works without a cancellation penalty. The Client will remain only for work already supplied and reasonable costs expressly authorised before cancellation, including completed design work or bespoke non-returnable items.

3.10 The Company will not increase the price under this clause solely because commencement was delayed by the Company after a fixed erection date had been confirmed, except where the delay or increased cost arose from circumstances outside the Company's reasonable control.

4. SCOPE AND BASIS OF QUOTATION

4.1 The Quotation is based upon:

4.1.1 Information, measurements, photographs and drawings supplied before pricing;

4.1.2 The stated intended use of the scaffold;

4.1.3 Access and ground conditions reasonably visible during any Site visit; and

4.1.4 The construction sequence disclosed to the Company.

4.2 Unless expressly included, the Quotation does not include:

4.2.1 Bespoke scaffold or temporary-works design;

4.2.2 Council or highway licence fees;

4.2.3 Parking suspensions, road closures or traffic management;

4.2.4 Neighbour licences, oversail agreements or access payments;

4.2.5 Hoists, rubbish chutes, alarms or loading bays;

4.2.6 Sheeting, netting or temporary roofing;

4.2.7 Scaffold inspections after handover;

4.2.8 Adaptations or phased return visits; or

4.2.9 Making good or repairs to pre-existing surfaces.

4.3 Restricted access, unsuitable ground, concealed structures, unrecorded services, unavailable tying positions, neighbour restrictions, phased working or requirements not disclosed before pricing may result in a variation.

4.4 The Company will explain and obtain the Client's agreement to any additional charge before undertaking the additional work where reasonably practicable.

5. PAYMENT TERMS

5.1 Unless the Quotation expressly states otherwise, the Company shall be entitled to invoice: —

5.1.1 Seventy-five per cent of the Contract Value upon First Completed Scaffold Use; and

5.1.2 The remaining twenty-five per cent upon the earliest of:

(a) Written instruction to dismantle;

(b) Expiry of the Initial Hire Period; or

(c) Termination of the Contract.

5.2 Invoices are due and payable upon receipt unless a different payment date has been agreed in writing beforehand.

5.3 Payment shall be made by bank transfer to the account stated on the invoice. The invoice number must be used as the payment reference.

5.4 The Client should contact the Company promptly if they genuinely dispute an invoice. The parties shall attempt to resolve the disputed amount reasonably and in good faith.

5.5 The Client may not withhold an undisputed amount because another amount is disputed.

5.6 The Company will not apply a retention unless expressly agreed in writing.

6. LATE PAYMENT AND SUSPENSION

6.1 Where an invoice remains materially overdue, the Company may request reasonable interest and recovery costs to the extent permitted by law.

6.2 The Company may, after giving reasonable written notice, suspend further non-safety- critical erection, adaptation, inspection or other services while a materially overdue amount remains unpaid.

6.3 The Company will not suspend work reasonably necessary to make the scaffold safe or comply with a legal safety obligation.

6.4 The hire period and applicable additional hire charges continue during a payment-related suspension while the Equipment remains allocated to or situated at the Site.

6.5 The Company may postpone non-safety-critical dismantling where payment is materially overdue, provided this is lawful and does not create or continue a safety risk.

7. HIRE PERIOD

7.1 The Initial Hire Period is the period expressly stated in the Quotation.

7.2 The Initial Hire Period commences upon First Completed Scaffold Use.

7.3 First Completed Scaffold Use occurs when the first completed scaffold, section, elevation, lift or phase is notified as ready and available for use.

7.4 Actual use by the Client, builder or another contractor is not required for the hire period to commence.

7.5 Where the Works are phased, the hire period:

7.5.1 Commences upon First Completed Scaffold Use;

7.5.2 Runs continuously from that date;

7.5.3 Does not pause while the Client or another contractor awaits the next construction phase;

7.5.4 Does not restart following an adaptation, extension, additional lift or completion of a temporary roof; and

7.5.5 Is not extended by project delays, suspension or resequencing unless expressly agreed in writing.

7.6 Any separate hire period for a particular scaffold or phase applies only where expressly stated in the Quotation.

8. OVERRUN AND ADDITIONAL HIRE

8.1 If any part of the Equipment remains required on Site beyond the Initial Hire Period, Additional Hire shall be charged for every additional week or part of a week.

8.2 Unless the Quotation expressly states otherwise, Additional Hire shall be charged at 3% of the whole then-current Contract Value, excluding VAT, for the first four additional weeks following expiry of the Initial Hire Period.

8.3 From the commencement of the fifth additional week, Additional Hire shall be charged at 5% of the whole then-current Contract Value, excluding VAT, for every additional week or part of a week.

8.4 The rates in Clauses 8.2 and 8.3 apply to standard access scaffold and to Contracts including a temporary roof, temporary-roof covering or top-hat structure, unless the Quotation expressly states a different rate.

8.5 The Client must give the Company not less than seven clear calendar days' written notice before expiry of the Initial Hire Period if the scaffold is required beyond that period.

8.6 If the required extension notice is not received, the Company may treat the scaffold as due for dismantling at expiry of the Initial Hire Period, place it into its dismantling programme and dismantle and remove the Equipment on the earliest reasonably available date after expiry, subject to labour, transport, Site access, weather, safety and programme availability. Silence, continued possession of the Equipment or the Equipment remaining physically on Site does not constitute an agreed extension.

8.7 Where the Client fails to provide the required notice and subsequently requests the scaffold to remain after it has been scheduled for dismantling, a short-notice scheduling charge of £250.00 plus VAT shall apply to a standard access-scaffold Contract, or £500.00 plus VAT where the Contract includes a temporary roof, in addition to any Additional Hire and other sums properly due.

8.8 Additional Hire is calculated against the whole then-current Contract Value, including accepted variations, adaptations and additional works. It is a contract-level charge and is not reduced, apportioned or recalculated because only part of the scaffold remains required or in use, an individual elevation or phase has been completed, or part of the Equipment has been dismantled, unless the Company expressly agrees a reduced charge in writing.

8.9 Additional Hire applies regardless of whether the scaffold or temporary roof is actively used; delay by the Client, builder or another contractor; changes to the construction programme; suspension or resequencing; delay in materials or third-party permission; restricted access; or adverse weather affecting the building works.

8.10 Additional Hire continues until the Company receives written instruction to dismantle, the scaffold is cleared of people, waste, stored materials and third-party equipment, safe and reasonable dismantling access is available, and any condition preventing lawful or safe dismantling has been removed.

8.11 Once the conditions in Clause 8.10 have been satisfied, the Company shall arrange dismantling within a reasonable period, taking account of labour, transport, weather, safety and programme availability.

8.12 Additional Hire will continue where dismantling is delayed because the requirements in Clause 8.10 have not been satisfied or for another reason outside the Company's reasonable control.

8.13 The Client will not be charged Additional Hire solely because the Company fails to dismantle

within a reasonable period after all requirements in Clause 8.10 have been satisfied.

9. SITE VISITS, INSPECTIONS, ADAPTATIONS AND EMERGENCIES

9.1 The Contract includes only the Site visits, scaffold inspection, erection phases, adaptations and attendances expressly stated in the Quotation.

9.2 Every additional Site visit or scaffold inspection beyond those expressly included shall be subject to a minimum charge of £150.00 plus VAT per visit or inspection.

9.3 An additional attendance involving an alteration, adaptation, raising, lowering, extension, partial dismantle or other physical alteration to the scaffold shall be subject to a minimum adaptation charge of £350.00 plus VAT per attendance.

9.4 Emergency or urgent attendance shall be charged from a minimum of £550.00 plus VAT per attendance.

9.5 An emergency or urgent attendance includes an attendance:

9.5.1 Requested for the same day;

9.5.2 Requested outside the Company's normal working programme or working hours;

9.5.3 Required following impact, misuse or unauthorised alteration;

9.5.4 Required following adverse weather; or

9.5.5 Required to investigate or make safe a reported immediate safety concern.

9.6 The minimum charges in Clauses 9.2, 9.3 and 9.4 are alternative minimum charges and are not cumulative for the same attendance. The highest applicable minimum charge shall apply.

9.7 The applicable minimum charge covers the attendance only. Where applicable, the Company may also charge reasonable and agreed costs for:

9.7.1 Additional labour;

9.7.2 Transport or delivery;

9.7.3 Additional Equipment or materials;

9.7.4 Design or engineering;

9.7.5 Specialist plant;

9.7.6 Permits, parking, tolls or congestion charges;

9.7.7 Waiting time; and

9.7.8 Out-of-hours working.

9.8 An abortive attendance will be charged at the applicable minimum rate where:

9.8.1 The Site is not ready;

9.8.2 Safe access is unavailable;

9.8.3 The scaffold has not been cleared;

9.8.4 Another contractor prevents the Company from proceeding;

9.8.5 Required permission has not been obtained; or

9.8.6 The Company cannot proceed safely for a reason outside its control.

9.9 No emergency, adaptation or abortive-attendance charge will apply where the attendance was required solely because of the Company's breach of Contract or failure to exercise reasonable care and skill.

10. DISMANTLING

10.1 Dismantling will be scheduled after:

10.1.1 Written instruction from the Client or an authorised contractor;

10.1.2 The requirements in Clause 8.8 have been satisfied; and

10.1.3 Payment of sums that are properly due, unless otherwise agreed or except where delaying dismantling would create a safety risk.

10.2 A dismantling instruction is not effective if the scaffold remains obstructed, loaded, unsafe to access or in active use.

10.3 If access is unavailable on an agreed dismantling date, additional hire and an abortive- attendance charge may apply.

10.4 Where the Client wishes the scaffold to remain beyond the Initial Hire Period, the Client must comply with the seven-clear-calendar-day extension notice requirement in Clause 8.5. Where no valid extension notice is received, the Company reserves the right to programme and carry out dismantling in accordance with Clause 8.6.

10.5 A dismantling or off-hire request does not guarantee a particular dismantling date unless expressly confirmed by the Company in writing. Dismantling is subject to labour, transport, Site access, weather, safety and programme availability.

11. ACCESS, GROUND AND SITE CONDITIONS

11.1 The Client shall provide reasonable, safe and suitable access for survey, delivery, erection, inspection, adaptation and dismantling.

11.2 The Client must tell the Company about any known:

11.2.1 Excavations, cellars, basements or voids;

11.2.2 Drains and underground services;

11.2.3 Fragile roofs or structures;

11.2.4 Asbestos-containing materials;

11.2.5 Access restrictions;

11.2.6 Neighbour disputes or restrictions; and

11.2.7 Other conditions that could affect the Works.

11.3 The Client shall take reasonable steps to keep agreed access routes and scaffold areas clear of vehicles, waste, materials and obstructions.

11.4 The Company may stop or alter its working method where conditions differ materially from the information supplied or where it cannot proceed safely.

11.5 Necessary additional work arising from undisclosed or concealed conditions may constitute a variation.

12. USE AND PROTECTION OF THE SCAFFOLD

12.1 The Client shall take reasonable steps to ensure that:

12.1.1 The scaffold is used only for its stated purpose;

12.1.2 The scaffold is not overloaded;

12.1.3 No unauthorised person alters or removes any component;

12.1.4 No sheeting, banner, hoist, chute or lifting equipment is attached without approval;

12.1.5 Children and unauthorised persons are prevented from accessing the scaffold where reasonably practicable; and

12.1.6 The Company is informed promptly of damage, movement, impact or suspected instability.

12.2 Only the Company or another competent scaffolding contractor authorised in writing by the Company may alter the scaffold.

12.3 All Equipment remains the property of the Company and does not become a fixture or part of the property.

12.4 The Client is responsible for avoidable loss, theft or damage caused by the Client, members of their household, visitors or contractors under their control.

12.5 The Client is not responsible for fair wear and tear or loss or damage caused by the Company's breach or failure to exercise reasonable care and skill.

13. NEIGHBOURS, THIRD-PARTY RIGHTS AND COUNCIL LICENCES

13.1 The Client is responsible for obtaining and maintaining any permission reasonably required from neighbours, landlords, freeholders or other property owners.

13.2 This includes permission relating to:

13.2.1 Access over neighbouring land;

13.2.2 Oversailing neighbouring airspace;

13.2.3 Contact with neighbouring roofs, walls or structures;

13.2.4 Use of shared driveways; and

13.2.5 Erection beyond the Client's legal boundary.

13.3 The Company may rely upon the Client's written confirmation that required third-party permission has been obtained.

13.4 Unless expressly agreed, the Company is not responsible for negotiating neighbour agreements or determining legal boundaries.

13.5 All council, highway, pavement, parking-suspension, road-closure and statutory licence or permit fees are excluded unless expressly stated as included in the Quotation.

13.6 Where the Company agrees to arrange a licence or permit:

13.6.1 The Client is responsible for the licence, permit, deposit, renewal and authority charges;

13.6.2 Any Company administration fee must be disclosed and agreed;

13.6.3 The Client shall provide requested information promptly; and

13.6.4 The Company is not responsible for delay or refusal by the relevant authority.

13.7 If a neighbour or third-party dispute arises because required permission was not obtained, was inadequate, was withdrawn or was disputed, the Client shall be responsible for all reasonable fees and costs directly incurred by the Company as a result.

13.8 Reasonable charges under Clause 13.7 may include:

13.8.1 Administration and management time;

13.8.2 Additional Site visits and meetings;

13.8.3 Scaffold alterations, adaptations or partial dismantling;

13.8.4 Additional labour, transport and Equipment;

13.8.5 Delay and remobilisation costs;

13.8.6 Additional hire charges;

13.8.7 Design or engineering fees; and

13.8.8 Reasonable legal or other professional fees actually incurred.

13.9 The Company will notify the Client of material additional costs before incurring them where reasonably practicable.

13.10 The Client is responsible for reasonable losses or third-party claims resulting directly from their failure to obtain or maintain a permission they agreed to obtain, except to the extent caused by the Company's breach or negligence.

13.11 Acceptance of the Quotation and instruction to proceed confirms that the Client has obtained, or will obtain before erection, all permissions required for the agreed scaffold arrangement.

14. ROOFS, TILES AND EXISTING PROPERTY

14.1 The Company is an access and scaffolding contractor and does not carry out a condition survey of roof coverings, tiles, slates, façades or supporting structures unless expressly engaged to do so.

14.2 The Client should identify any known fragile, aged, defective or unusually vulnerable surfaces before work begins.

14.3 The Company is not responsible for loss or damage resulting from:

14.3.1 A pre-existing defect or deterioration;

14.3.2 Inadequate fixing or structural support;

14.3.3 Inaccurate information supplied by others;

14.3.4 Work or interference by another contractor; or

14.3.5 Minor unavoidable disturbance where the Company has exercised reasonable care and skill.

14.4 Nothing in these Terms excludes the Company's responsibility for damage caused by its failure to exercise reasonable care and skill.

14.5 Unless expressly included, making good, decorating and repairing pre-existing defects remain the

Client's responsibility.

15. TEMPORARY ROOFS, SHEETING AND WEATHER PROTECTION

15.1 Temporary roofs and sheeted scaffolds are temporary weather-reduction systems. They are not permanent structures and cannot guarantee complete weatherproofing in every condition.

15.2 The Company shall install an included temporary roof or sheeting system with reasonable care and skill.

15.3 The Client and the contractor controlling the building works remain responsible for reasonable protection of open permanent works, contents, finishes and materials.

15.4 The Client or their contractor shall provide suitable drainage, pumping and water- management arrangements unless expressly included.

15.5 No person may cut, puncture, loosen, remove or alter temporary-roof sheeting.

15.6 Weather protection may be temporarily reduced while the structure is being installed, opened, adapted or dismantled.

15.7 Opening, moving or adapting a temporary roof constitutes additional work and may require further design.

15.8 Nothing in this clause excludes responsibility for loss directly caused by the Company's failure to exercise reasonable care and skill.

16. DESIGN, LOADING AND INFORMATION

16.1 Scaffolds outside a recognised standard configuration require bespoke design by a competent temporary-works designer.

16.2 Scaffold design, temporary-roof design, wind-loading assessments, engineering and temporary-works design fees are excluded unless expressly stated as included in the Quotation.

16.3 Where design is required but excluded, the Company will notify the Client of the charge and obtain agreement before commissioning it.

16.4 The Client, builder or principal contractor shall provide accurate information concerning:

16.4.1 Intended use;

16.4.2 Required boarded lifts and platform levels;

16.4.3 Material-storage and working loads;

16.4.4 Sheeting, netting and weather protection;

16.4.5 Hoists, loading bays and lifting operations;

16.4.6 Building dimensions and programme;

16.4.7 Ground and structural conditions;

16.4.8 Tying restrictions; and

16.4.9 Phased construction or adaptation requirements.

16.5 Changes to the information or intended use may require redesign and an agreed variation.

16.6 Materials must not be stacked on the scaffold beyond its stated duty rating.

17. SAFETY, HANDOVER AND INSPECTIONS

17.1 The Company shall erect, alter and dismantle scaffolding with reasonable care and skill and in accordance with applicable legal requirements and either:

17.1.1 A recognised standard configuration and applicable compliance sheet; or

17.1.2 An approved bespoke design.

17.2 On completion of a scaffold or completed phase, the Company shall carry out an appropriate handover inspection by a competent person and notify the Client and, where applicable, the builder, contractor or principal contractor controlling the construction work when the scaffold or phase is ready and available for use.

17.3 No incomplete, uninspected or unhandled-over scaffold may be used.

17.4 Where the scaffold is used for construction work carried out or controlled by a builder, roofer, contractor, principal, employer, self-employed person or other statutory duty holder, that person or organisation shall be responsible for ensuring that all further statutory scaffold inspections are carried out and recorded by a competent person as required by law, including:

17.4.1 At intervals not exceeding seven days while the scaffold is in use for construction work;

17.4.2 Following any substantial alteration or adaptation;

17.4.3 Following adverse weather where it may have affected the scaffold; and

17.4.4 Following any event or occurrence likely to have affected the scaffold's safety or stability.

17.5 Where the Company carries out a substantial alteration or adaptation, the altered section must not be brought back into use until it has been appropriately inspected and confirmed as safe for use.

17.6 On a domestic construction project, statutory duties relating to management of the construction work and ongoing scaffold inspections may rest with the contractor, principal contractor, employer, self-employed person or other duty holder under applicable health and safety legislation, including the Construction (Design and Management) Regulations 2015 and the Work at Height Regulations 2005. Nothing in these Terms transfers to the domestic Client a statutory health and safety duty which cannot lawfully be transferred to them.

17.7 Unless ongoing inspection services are expressly included in the Quotation or subsequently agreed in writing, routine statutory scaffold inspections after handover are not included in the Company's service or hire charge. The continued presence of the Company's Equipment on Site does not imply that the Company has accepted responsibility for ongoing inspections.

17.8 The Company may provide ongoing inspection services, if requested and available, from a minimum charge of £150.00 plus VAT per inspection, or at such other rate as is expressly stated in the Quotation or subsequent written agreement.

17.9 The Client shall promptly inform the Company and the contractor or other duty holder controlling the construction work of any damage, movement, impact, interference or suspected instability. The scaffold must not be used where there is reason to believe it may be unsafe.

18. VARIATIONS AND ADDITIONAL WORKS

18.1 Alterations, adaptations, extensions, additional boarded lifts, phased attendances, additional loading

requirements and changes to the agreed scope are chargeable.

18.2 The Company will explain the proposed work and price or charging basis and obtain the Client's agreement before proceeding where reasonably practicable.

18.3 If immediate work is reasonably necessary to remove a safety risk, the Company may carry it out without prior agreement. The Client will not be charged where the safety work was required solely because of the Company's breach or failure to exercise reasonable care and skill.

18.4 An accepted variation forms part of the whole then-current Contract Value for calculating Additional Hire under Clause 8.

18.5 A variation does not restart, pause or extend the Initial Hire Period unless expressly agreed.

19. CANCELLATION RIGHTS FOR DISTANCE AND OFF-PREMISES CONTRACTS

19.1 This clause applies where the Contract is entered into:

19.1.1 At the Client's home or another location away from the Company's business premises; or

19.1.2 Entirely through telephone, email, Tradify or another means of distance communication.

19.2 The Client may cancel the Contract without giving a reason during the statutory cancellation period.

19.3 For a service contract, the cancellation period normally expires 14 days after the day on which the Contract is formed.

19.4 The Client may cancel by:

19.4.1 Emailing info@roarscaffolding.co.uk;

19.4.2 Calling 0118 336 8540;

19.4.3 Sending a written notice to the Company's address;

19.4.4 Sending a clear cancellation message through Tradify; or

19.4.5 Using the model cancellation form at the end of these Terms.

19.5 The Client does not have to use the model cancellation form. Any clear statement communicating the decision to cancel is sufficient.

19.6 To meet the cancellation deadline, the Client must send the cancellation communication before the cancellation period expires.

19.7 The Company will not begin the service during the 14-day cancellation period unless the Client expressly requests this in writing or through Tradify.

19.8 Where the Client requests commencement during the cancellation period:

19.8.1 The Client acknowledges that they must pay a proportionate amount for services supplied before cancellation;

19.8.2 If the service is fully performed during the cancellation period, the Client will lose the statutory right to cancel only where they expressly requested early performance and acknowledged that consequence; and

19.8.3 If the service is only partly performed, the Client retains the right to cancel but must pay a reasonable proportion of the agreed price for what has been supplied.

19.9 If the Client validly cancels, the Company shall refund payments required to be refunded by law without undue delay and normally within 14 days after being informed of the cancellation.

19.10 The Company may deduct or recover only those sums it is legally entitled to retain, including a proportionate charge for services supplied following a valid early-start request.

19.11 If the Company has not supplied the required cancellation information or has commenced during the cancellation period without the Client's express request, the Client's rights will be determined by the Consumer Contracts Regulations 2013.

19.12 This statutory cancellation right does not normally apply to a contract concluded at the Company's permanent business premises, although other statutory rights remain unaffected.

20. CANCELLATION OUTSIDE THE STATUTORY PERIOD

20.1 If the Client cancels after the statutory cancellation period but before mobilisation, the Company may charge only reasonable costs already incurred or committed specifically for the Contract.

20.2 These may include agreed design fees, surveys, permits and bespoke or non-returnable items.

20.3 If the Client terminates after erection has commenced, the Client shall pay for:

20.3.1 Work and services properly supplied;

20.3.2 Hire accrued up to the date the scaffold is ready and available for dismantling;

20.3.3 Reasonable dismantling and collection costs; and

20.3.4 Bespoke or non-refundable costs reasonably incurred.

20.4 The Company will take reasonable steps to mitigate cancellation costs.

21. ACCESS AND RECOVERY OF EQUIPMENT

21.1 The Client shall provide the Company with reasonable access by prior arrangement to inspect, adapt, make safe or dismantle its Equipment.

21.2 Where there is an immediate safety concern, the Company may request urgent access.

21.3 The Company will not enter a home or enclosed property without lawful authority, use force or enter contrary to the Client's legal rights.

21.4 If reasonable access to recover the Equipment is refused, the Company may seek an appropriate court order or other lawful remedy.

21.5 Reasonable hire charges continue where the Equipment cannot be recovered because the Client has failed to provide agreed lawful access.

22. WEATHER, DELAY AND EVENTS OUTSIDE CONTROL

22.1 The Company is not responsible for delay caused by events outside its reasonable control, including unsafe weather, high winds, flood, fire, road closure, authority action or major transport disruption.

22.2 The Company will notify the Client where reasonably practicable and take reasonable steps to minimise the delay.

22.3 The Company shall complete the service within the agreed period or, if no period is agreed, within a reasonable time.

22.4 Unsafe weather may require erection, alteration, sheeting or dismantling to be postponed.

23. LIABILITY AND CONSUMER RIGHTS

23.1 The Company shall perform the Works with reasonable care and skill.

23.2 Nothing in the Contract excludes or restricts liability for:

23.2.1 Death or personal injury caused by negligence;

23.2.2 Fraud or fraudulent misrepresentation;

23.2.3 Breach of the Client's statutory consumer rights; or

23.2.4 Any other liability that cannot lawfully be excluded or restricted.

23.3 The Company is not responsible for loss that:

23.3.1 Was not caused by its breach or negligence;

23.3.2 Was not reasonably foreseeable when the Contract was formed;

23.3.3 Results from inaccurate information supplied by the Client or another contractor;

23.3.4 Results from unauthorised alteration, overloading or misuse; or

23.3.5 The Client could reasonably have avoided or reduced.

23.4 The Company is not responsible for business losses where the Contract is entered into for wholly domestic purposes.

23.5 Nothing in these Terms affects the Client's rights to repeat performance, an appropriate price reduction or another remedy available under the Consumer Rights Act 2015.

24. COMPLAINTS

24.1 The Client should notify the Company promptly if they believe the service does not comply with the Contract.

24.2 Complaints may be submitted using the following details:

ROAR Scaffolding Ltd 4 Comet House Calleva Park Aldermaston Berkshire RG7 8JA

Telephone: 0118 336 8540 Email: info@roarscaffolding.co.uk

24.3 The Company will investigate the complaint and respond within a reasonable time.

24.4 The Client should provide reasonable access for the Company to inspect and, where appropriate, rectify the issue.

25. GOVERNING LAW

25.1 The Contract is governed by the laws of England and Wales.

25.2 The Client may bring proceedings in the courts of the part of the United Kingdom in which they live where applicable consumer law permits.

25.3 Nothing in these Terms restricts any mandatory consumer right or remedy.

26. GENERAL

26.1 No failure or delay by the Company in exercising a right constitutes a waiver.

26.2 If any provision is found to be invalid or unenforceable, the remaining provisions shall continue in force.

26.3 No variation to the Contract is binding unless agreed in writing, except emergency safety work permitted by these Terms.

26.4 The Company may use suitably competent subcontractors while remaining responsible for its contractual obligations.

26.5 No person other than the Client and the Company has any contractual right to enforce these Terms, except where applicable legislation provides otherwise.

COMPANY INFORMATION

ROAR Scaffolding Ltd
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