

Terms & Conditions of Trading

These Terms & Conditions set out the contractual basis upon which Roof York provides roofing services, materials and associated works. They should be read together with the quotation, specification and any other project-specific documents issued for your works.

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Effective September 2026

CONTENTS

1.	About Roof York
2.	Definitions
3.	Contract Formation
4.	Quotations, Prices & VAT
5.	Consumer Cancellation Rights
6.	Payment Terms
7.	Site Access & Customer Responsibilities
8.	Programme, Start Dates & Delays
9.	Materials, Title & Risk
10.	Variations & Additional Works
11.	Standards, Quality & Workmanship
12.	Building Regulations & Certification
13.	Existing Roofs, Concealed Conditions & Excluded Areas
14.	Guarantees & Warranties
15.	Insurance & Liability
16.	Suspension & Termination
17.	Defects, Complaints & Rectification
18.	Dispute Resolution
19.	General Contract Provisions
20.	Notices & Contact

Please read these Terms carefully. Acceptance of a Roof York quotation creates a contract between the Customer and Mackley Roofing & Leadwork Ltd, trading as Roof York, subject to these Terms and any project-specific provisions contained within the quotation.

These Terms apply to all roofing works undertaken by Roof York, including repairs, maintenance, partial replacements and complete roof replacement projects, except where a provision expressly applies only to a particular category of work.

Nothing within these Terms is intended to restrict any statutory rights available to a consumer under applicable law.

SECTION 01

About Roof York

Roof York is a trading name of Mackley Roofing & Leadwork Ltd, Company No. 17412501.

Unless expressly stated otherwise in writing, all quotations, orders, contracts, invoices and roofing works issued under the Roof York name are undertaken by Mackley Roofing & Leadwork Ltd.

References within these Terms to “Roof York”, “we”, “us”, “our” or the “Company” therefore mean Mackley Roofing & Leadwork Ltd trading as Roof York.

These Terms apply across the range of roofing work undertaken by Roof York, including roof repairs, maintenance works, localised or partial roof replacement and complete roof replacement projects. Where a particular provision applies only to a qualifying roof replacement, repair, maintenance project or other particular category of work, that distinction is stated within these Terms or the relevant Quotation.

SECTION 02

Definitions

In these Terms, the following expressions have the meanings set out below.

Customer	The person, firm, company or organisation purchasing the Works.
Works	The roofing services, labour, materials, installations and associated work described within the Quotation, including where applicable repairs, maintenance, partial replacement or complete roof replacement.
Quotation	The Company's written offer describing the scope, price and other project-specific provisions applying to the Works.
Contract	The agreement comprising the accepted Quotation, these Terms and any other documents expressly incorporated into the Quotation.
Site	The property or location at which the Works are undertaken.
Variation	Any agreed addition, omission or alteration to the Works.
Writing	Includes email, electronic quotation acceptance and other electronically recorded communication capable of being retained.

SECTION 03

Contract Formation

The Quotation constitutes an offer by the Company to undertake the Works described within it.

The Contract is formed when the Customer accepts that Quotation in writing, electronically, or by another method expressly accepted by the Company.

The Quotation, these Terms and any drawings, specifications, schedules or other documents expressly incorporated into the Quotation together form the Contract.

Where there is any conflict between these Terms and a specific written provision contained within the Quotation, the project-specific provision in the Quotation shall take precedence.

SECTION 04

Quotations, Prices & VAT

Unless stated otherwise, the price relates only to the Works expressly described within the Quotation.

VAT will be charged at the rate applicable at the time the relevant supply is made.

A Quotation does not include additional or unforeseen works unless those works are expressly identified within it.

Quotations may be subject to a stated validity period. Where no validity period is specified, the Company may withdraw or revise a Quotation at any time before acceptance.

Pricing may require adjustment where, following commencement of the Works, concealed conditions, previously inaccessible areas, structural defects, hazardous materials, deterioration or other conditions become apparent which could not reasonably have been identified when the Quotation was prepared.

SECTION 05

Consumer Cancellation Rights

Where the Customer is acting as a consumer and statutory cancellation rights apply to the Contract, those rights will apply notwithstanding anything contained within these Terms.

Where applicable, information concerning any statutory cancellation period and the method by which the Customer may cancel will be provided as part of the quotation or contract process.

If the Customer asks the Company to commence Works during an applicable statutory cancellation period, the Company may require the Customer to make an express request for the Works to begin.

Where the Customer subsequently exercises a lawful right to cancel after requesting commencement, the Customer may be required to pay a reasonable amount for Works properly undertaken up to the date of cancellation where permitted by law.

SECTION 06

Payment Terms

Unless otherwise stated within the Quotation, invoices are payable in full within 7 calendar days of the invoice date.

The Company may require a deposit, mobilisation payment, payment for materials, interim payments or staged payments where these are set out within the Quotation.

Interim invoices may be issued for longer-duration projects or where identifiable stages of the Works have been completed.

Commercial customers

Where the Customer is acting in the course of a business, overdue amounts may attract statutory interest and recovery charges under the Late Payment of Commercial Debts (Interest) Act 1998 where that legislation applies.

Consumer customers

Where the Customer is a consumer, overdue sums remain contractually due and the Company reserves the right to pursue reasonable and lawful debt recovery remedies.

The Company may suspend Works where an undisputed payment has become overdue, subject to any notice required by the Contract or applicable law.

SECTION 07

Site Access & Customer Responsibilities

The Customer shall provide the Company with reasonable, safe and continuous access to the Site to enable the Works to be carried out.

The Customer must tell the Company about any known circumstances which may materially affect the Works or the safety of persons working at the Site.

This includes, where relevant:

- fragile roofs, rooflights, glass structures or conservatories;
- concealed services or electrical installations;
- known asbestos-containing materials or other hazardous materials;
- restricted access or shared access arrangements;
- neighbouring structures which may be affected by the Works;
- unusual structural conditions or known defects;
- special occupancy, security or access requirements.

Satellite dishes, ornaments, furniture, vehicles and other vulnerable items should be moved or protected before Works begin where reasonably necessary.

Unless specifically included within the Quotation, the Company is not responsible for removing, reinstating or realigning satellite dishes, aerials or similar equipment.

SECTION 08

Programme, Start Dates & Delays

Roofing work is inherently weather-dependent. Any start date, programme or completion date provided by the Company is therefore an estimate unless the Company expressly confirms otherwise in writing.

The Company will not be responsible for delay caused by circumstances outside its reasonable control, including:

- adverse or unsafe weather conditions;
- high winds, frost, excessive heat or heavy rainfall;
- Customer-requested changes;

- restricted or unavailable access;
- unforeseen structural or site conditions;
- material or supply-chain disruption;
- third-party contractors;
- statutory authorities or utility companies;
- industrial action;
- emergency events or circumstances beyond reasonable control.

Where such circumstances arise, the Company shall be entitled to a reasonable extension of time and, where appropriate, a reasonable adjustment to the Contract price.

SECTION 09

Materials, Title & Risk

Materials supplied by the Company will be of the type or specification stated within the Quotation, subject to normal manufacturer tolerances, availability and any agreed substitutions.

Natural roofing products including slate, clay tiles, stone, timber and lead may display normal variations in colour, texture, dimensions and appearance.

Ownership of materials supplied by the Company shall remain with the Company until all amounts due in respect of those materials and the Works have been paid in full, to the extent permitted by law.

Materials delivered to the Site must not be removed, sold, altered or used by third parties without the Company's consent while ownership remains with the Company.

SECTION 10

Variations & Additional Works

The Company is not required to undertake work which falls outside the agreed scope of the Contract.

If additional or unforeseen work becomes necessary or advisable during the project, the Company will notify the Customer and, wherever reasonably practicable, provide details of the additional work and associated cost.

The Company will not normally proceed with a chargeable Variation until it has been accepted by the Customer in writing.

Once accepted, the Variation becomes part of the Contract and is governed by these Terms.

If the Customer declines work which is reasonably required to enable part of the original Works to be safely or properly completed, the Company will not be liable for any resulting inability to complete that part of the Works or any resulting delay.

Roofing works frequently expose concealed areas of the building which could not have been inspected when the original quotation was prepared. Additional timber decay, defective substrates, concealed drainage, inadequate insulation and previous unsuitable construction are examples of conditions which may only become apparent once coverings are removed.

SECTION 11

Standards, Quality & Workmanship

The Company will carry out the Works with reasonable care and skill and in accordance with the specification contained within the Contract.

Where relevant to the particular Works, the Company will have regard to applicable Building Regulations, recognised industry guidance, manufacturers' instructions and appropriate British Standards.

The appropriate technical standard depends upon the roof covering, construction, building and nature of the Works. The applicable standard or specification may therefore vary between projects.

The Customer must give the Company a reasonable opportunity to inspect and, where appropriate, remedy any alleged defect in the Company's workmanship before arranging remedial work by another contractor.

SECTION 12

Building Regulations & Certification

Whether Building Regulations approval, notification or certification is required depends upon the type and extent of the Works.

Where the Quotation confirms that the Works will be registered or self-certified through an applicable Competent Person Scheme, the Company will arrange the relevant certification in accordance with the requirements of that scheme.

Where the Works do not fall within such a scheme, responsibility for any separate Building Control application or approval will be as stated within the Quotation.

Isolated repairs, maintenance and limited replacement works may not fall within the same Building Regulations notification or certification regime as a qualifying full roof replacement.

SECTION 13

Existing Roofs, Concealed Conditions & Excluded Areas

Roofing repairs are frequently undertaken to existing systems whose full construction, condition and previous workmanship cannot be established before work commences.

Unless expressly included within the Quotation, the Company does not accept responsibility for:

- pre-existing defects;

- defective work undertaken by others;
- hidden structural defects;
- inadequate existing roof ventilation;
- pre-existing condensation or moisture;
- areas of roof outside the contracted scope;
- subsequent work or interference by third parties;
- defects arising from the building structure itself.

Where limited repairs are undertaken, the Company is responsible for the quality of the work it has actually carried out, but cannot warrant the future performance of the remaining existing roof or adjacent components which have not been replaced.

SECTION 14

Guarantees & Warranties

Any workmanship guarantee applicable to the Works will be identified within the Quotation, completion documentation or guarantee documentation.

Qualifying full roof replacement projects may be provided with a 10-year workmanship guarantee where expressly confirmed as part of the Contract.

Any insurance-backed, manufacturer-backed or Competent Person Scheme guarantee applies only where the Works qualify for the relevant scheme and the Company has expressly confirmed that the project will be registered through it.

Unless expressly stated otherwise, isolated repairs, maintenance, patch repairs, localised replacement works and works relying upon existing underlying construction do not carry the same guarantee applicable to a complete roof replacement.

No guarantee covers failures caused by abuse, third-party alteration, exceptional weather events, structural movement, lack of maintenance or defects outside the Company's contracted scope.

SECTION 15

Insurance & Liability

The Company maintains appropriate insurance for its roofing activities, including Public Liability and Employers' Liability insurance where required. Evidence may be made available upon reasonable request.

The Customer remains responsible for maintaining appropriate buildings and contents insurance for the Site throughout the Works.

The Company will take reasonable precautions to protect the Site while the Works are undertaken.

The Company shall not be liable for loss or damage arising from matters outside its reasonable control, pre-existing conditions, undisclosed hazards or defects outside the agreed scope of the Works.

Nothing within these Terms excludes or limits liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, breach of statutory consumer rights or any other liability which cannot lawfully be excluded or limited.

Where the Customer is acting in the course of a business, any limitation of liability stated within the Quotation shall apply subject to applicable law.

SECTION 16

Suspension & Termination

The Company may suspend performance of the Works where:

- an undisputed payment remains overdue;
- continued work would be unsafe;
- the Customer prevents reasonable access to the Site;
- the Customer materially obstructs performance of the Contract;
- circumstances arise which prevent lawful or safe continuation.

Where reasonably practicable, the Company will notify the Customer of the reason for suspension and the action required before Works can resume.

Either party may terminate the Contract where the other commits a material breach and fails to remedy that breach within a reasonable period after receiving written notice requiring it to do so.

On termination, the Customer shall pay for Works properly completed, materials properly ordered or supplied and reasonable costs incurred up to the effective date of termination, subject to applicable law.

SECTION 17

Defects, Complaints & Rectification

If the Customer believes there is a defect in the Works, the Customer should notify Roof York promptly and provide sufficient information for the issue to be understood.

The Company must be given a reasonable opportunity to inspect the alleged defect.

Where the Company accepts that a defect results from its workmanship, it shall be given a reasonable opportunity to rectify that defect.

Except in a genuine emergency, the Customer should not engage another contractor to alter or rectify the Company's Works before Roof York has had a reasonable opportunity to inspect them.

Complaints may be submitted by email to: office@roofyork.uk.

SECTION 18

Dispute Resolution

The parties shall first attempt to resolve any dispute through direct, good-faith discussion.

Where a dispute cannot be resolved directly, the parties may agree to use an appropriate mediation or alternative dispute resolution procedure.

Where the Contract constitutes a construction contract to which statutory adjudication rights apply, those rights are unaffected by these Terms.

Nothing within this section prevents either party from exercising any statutory right or commencing court proceedings where appropriate.

SECTION 19

General Contract Provisions

Intellectual Property

Drawings, reports, photographs, designs, specifications, schedules and other documents prepared by or on behalf of the Company remain the Company's intellectual property unless expressly agreed otherwise.

Such information may be used by the Customer for the purpose for which it was supplied but must not be reproduced or used for another project without permission where intellectual property rights apply.

Severability

If any provision of the Contract is found to be unlawful, invalid or unenforceable, the remaining provisions shall continue in force so far as legally possible.

Waiver

A failure or delay by either party in enforcing a contractual right shall not of itself amount to a waiver of that right.

Third-party rights

Unless expressly stated otherwise, no person who is not a party to the Contract shall have any right to enforce its terms under the Contracts (Rights of Third Parties) Act 1999.

Assignment

Neither party may assign the Contract without the prior written consent of the other party, such consent not to be unreasonably withheld where applicable.

Governing law

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

Where the Customer is acting in the course of a business, the courts of England and Wales shall have jurisdiction in relation to the Contract, subject to any statutory adjudication rights which may apply.

SECTION 20

Notices & Contact

Contractual notices should be made in writing and sent using the contact information stated within the relevant Quotation, invoice or other contractual documentation.

General correspondence may be sent to:

Roof York

Email: office@roofyork.uk

Website: roofyork.uk

Where a formal postal notice is required, it may be served at the registered office of Mackley Roofing & Leadwork Ltd or at another correspondence address expressly stated within the Contract.

Roof York

Professional roofing services across York and the surrounding area.

office@roofyork.uk / roofyork.uk

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Company No. 17412501.

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