

Roofing Ninjas Ltd - Domestic Customer Terms and Conditions

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Applies to new domestic consumer agreements where this version is supplied before acceptance. It does not retrospectively change existing contracts.

Roofing Ninjas Ltd

Registered in England and Wales, company number 15838920

Registered office and correspondence address: 3 Wood Close, Kirkby, Liverpool, Merseyside, L32 5SU

Email: info@roofingninjas.co.uk

Telephone: 0800 433 2215

Website: <https://roofingninjas.co.uk>

These terms concern work for customers acting as consumers. Commercial contracts require separate terms.

1. Contract documents

Your agreement comprises the accepted quotation, its specification and job-specific conditions, the version of these terms supplied before acceptance, and subsequent agreed variations.

Specific agreed conditions take precedence over general wording on the same issue. Later website updates do not change an existing contract without agreement.

Nothing in these terms limits your statutory consumer rights.

2. Scope, quotations and estimates

We will undertake the work expressly described in the quotation with reasonable care and skill.

The quotation will identify the specification, price including applicable VAT, options, allowances, exclusions and payment arrangements. Quotations remain open for acceptance for 30 days unless stated otherwise.

Online prices and preliminary estimates are guides, not fixed quotations.

Unless included, the contract is not for comprehensive renovation, structural correction or certification of the entire property. Nevertheless, work necessary to deliver the expressly agreed result properly cannot be excluded merely because it is not individually itemised.

3. Our expertise and inspection limits

We are roofing contractors, not structural engineers. Unless separately and expressly appointed through an appropriately qualified professional, we do not provide structural engineering design, calculations, subsidence diagnosis or certification of the adequacy of the building's structure.

Our advice is limited to matters within our knowledge, experience and competence. We will explain where a matter requires specialist assessment rather than present an assumption as an engineering conclusion.

Unless specified, pre-quotation inspections are visual and limited to areas reasonably and safely accessible. They do not involve opening concealed construction, removing finishes, excavating foundations or testing inaccessible structural connections.

A visual inspection cannot establish the absence of concealed defects. These limitations do not remove our obligation to identify and communicate concerns that a competent contractor should reasonably recognise in carrying out the agreed work.

4. Existing structural defects and excluded structural work

Unless expressly included in the quotation, specialist investigation, structural calculations, design, strengthening, realignment and rectification of existing structural defects are outside the quoted scope. These may include:

- Rafters, joists and trusses: broken, split, twisted, bowed, sagging, deflected, decayed, insect-damaged, overloaded or inadequately sized members; damaged truss joints or connector plates; and excessive or inappropriate cutting, drilling or notching.
- Purlins and ridge members: failed, failing, deflected, displaced, undersized or inadequately supported purlins, ridge beams and ridge boards, including defective bearings, splices, connections and supporting masonry.
- Supports and restraint: broken, missing, altered or ineffective struts, props, posts, braces, collars, ties, wall plates, joist hangers, restraint straps, anchors and fixings.
- Structural connections and bearings: insufficient bearing lengths, loose or failed connections, corroded metalwork, inadequate padstones, unsupported member ends and defective load transfer between components.
- Roof decks and substrates: rotten, delaminated, excessively deflected, inadequately supported or unsuitable boarding, decking and other substrates, except replacement expressly included in the quotation.
- Movement and loading: roof spread, excessive deflection, incorrect or interrupted load paths, inadequate lateral restraint, overloading, and structural effects of previous alterations, removed walls or supports, loft conversions, storage, plant or solar installations.
- Masonry and supporting construction: cracked, displaced, bulging or unstable brickwork or blockwork; walls pulling inward or spreading outward; failed lintels, beams or bearings; and unstable chimneys, parapets, gables, pediments or other supporting structures.
- Windows, bays and openings: inadequate or defective support around bay windows, window frames, doors and other openings, including concealed posts, beams, lintels and connections.
- Foundations and ground conditions: subsidence, settlement, heave, foundation inadequacy, ground movement and resulting distortion or structural damage.
- Deterioration and previous damage: wet or dry rot, fungal decay, insect infestation, corrosion, persistent moisture damage, and structural damage associated with fire, impact, storms or previous defective work.

These examples are not exhaustive. Other existing defects of a comparable structural nature may also require separately agreed specialist investigation or remedial work. Any newly identified exclusion or additional work will be explained specifically; this provision is not an unrestricted right to increase the price or remove agreed work.

Repairs expressly included in the quotation remain included. These exclusions do not remove our obligation to assess matters relevant to our proposed installation within our competence, communicate reasonably apparent concerns, obtain appropriate specialist input where necessary, or comply with applicable requirements.

We will not knowingly conceal an unresolved safety concern or proceed with affected work where doing so would be unsafe or inappropriate. Where necessary, work will pause pending structural engineering advice, Building Control involvement or an agreed suitable repair.

These exclusions do not exclude responsibility for defects or damage caused or worsened by our own breach, unsuitable specification or defective workmanship.

5. Structural concerns discovered during work

If apparent movement, instability, deterioration or another significant concern is discovered, we will explain the concern, record it where practicable and identify the affected work.

We may suspend that work and take reasonable temporary protective measures. Where specialist assessment is necessary, we will require advice or a design from a suitably qualified structural engineer or other appropriate professional before proceeding.

The appointment, fees, additional work and programme implications will be agreed before commitments are made, except where immediate action is reasonably necessary to prevent injury or serious damage.

Customer approval does not authorise unsafe, unlawful or technically inappropriate work. We may decline work beyond our competence or agreed role.

6. Building Regulations, Building Control and permissions

We will assess the requirements relevant to our proposed work, including changes in roof loading, insulation, ventilation and structural arrangements.

Where Building Control involvement, notification, inspections or certification are required, we will identify and arrange the appropriate route as agreed in the quotation. We will not knowingly proceed without a required approval or inspection.

Where structural engineering input is necessary, Building Control involvement does not replace that input.

The quotation will identify who is arranging any planning permission, listed-building consent, party-wall procedures, specialist design or other necessary consent, and whether the associated fees are included.

Allocating administrative responsibility does not remove either party's statutory obligations.

7. Hidden defects and additional work

The quotation is based on reasonably available information. Opening up may reveal concealed decay, unsuitable substrates, damaged decking, previous defective repairs, hazardous materials or other unexpected conditions.

We will explain the discovery and proposed solution, with photographs where practicable, and obtain agreement to additional scope, cost and timing before undertaking chargeable extra work.

We will record variations by revised quotation, email, message or another agreed written method. This includes changes with no price increase.

If additional work is declined, we will explain whether the original work can appropriately continue and agree a safe stopping or completion arrangement.

8. Roof replacement and retained structures

Replacement of tiles, slates, membranes, battens or roof coverings does not automatically include straightening, rebuilding or strengthening the existing roof structure.

Known distortion expected to remain must be explained in the job-specific conditions. We remain responsible for the suitability and workmanship of our installation.

We will not assume the existing structure is suitable for a material change in loading without appropriate assessment.

Retained tiles, flashings, roof windows and other existing components will be reused only where considered suitable. Reuse does not provide a new-product warranty, but we remain responsible for reasonable assessment, handling and installation.

9. Repairs and leak investigations

A local repair addresses the agreed area or defect. It is not a guarantee that unrelated parts of an ageing roof are free from defects.

Where the source of water ingress is uncertain, we will state whether the work is an investigation, a staged repair or a repair intended to address an identified cause.

Further investigation or unrelated repairs may require a separate agreement. This does not permit repeated charges to correct our own defective work.

Unless included, roof repairs exclude internal decoration and restoration of existing water damage. Drying times and pre-existing staining may continue after the source of ingress is repaired.

10. Flat roofs, roofline, cladding and drainage

Flat roofs: An overlay does not automatically include replacement decking, structural correction, redesign of falls, insulation or abutment reconstruction. We will assess whether an overlay is appropriate and explain relevant limitations. Required compliance measures and expressly promised drainage performance remain our responsibility.

Fascias, soffits and cladding: Cover boarding is distinct from full replacement. It does not repair underlying decay, movement or inadequate support. We will not knowingly fix new work to an unsuitable background.

Gutters and downpipes: The quotation identifies the components and drainage connections included. Unless stated, the work excludes repair of underground drains, soakaways, shared drainage or concealed blockages. This does not excuse unsuitable sizing, falls, connections or installation within our scope.

Cleaning: Cleaning is maintenance, not repair or restoration to an as-new condition. Permanent staining and existing deterioration may remain. We will explain material risks identified before cleaning and use a suitable method.

11. Other excluded specialist work

Unless expressly included, the price excludes asbestos testing or removal; gas and electrical work; plumbing alterations; solar-panel disconnection or installation; aerial and satellite work; pest treatment; chimney rebuilding; structural masonry repairs; and internal plastering or decoration.

Suspected hazardous materials or unsafe services may require affected work to stop pending specialist assessment.

We remain responsible for work necessary to fulfil our agreed obligations and will not use these exclusions to justify an unsafe or non-compliant installation.

12. Access, protection and third parties

You must provide agreed access and tell us about known hazards, relevant previous alterations and restrictions.

We will take reasonable precautions to protect the property, manage waste and temporarily weatherproof exposed work. Any anticipated unavoidable disturbance or excluded making-good work will be explained before acceptance or agreed as a variation.

We remain responsible for work performed by subcontractors engaged by us. We do not automatically accept responsibility for independent contractors engaged directly by you, but will coordinate interfaces within our agreed role.

13. Weather and events beyond reasonable control

Unsafe weather may require postponement or suspension. We will notify you promptly, take reasonable protective measures and explain the revised programme.

Exceptional events beyond reasonable control may include severe storms, flooding, lightning, wildfire, earthquake, public-authority restrictions or major disruption of essential supplies.

Relief applies only to the extent that the event actually prevents performance despite reasonable precautions. Ordinary foreseeable weather and preventable damage are not automatically excluded.

We will take reasonable steps to reduce disruption. If an event prevents completion for a prolonged period, we will discuss revised arrangements or fair termination, accounting for properly completed work and refunding payments for work not supplied. Statutory cancellation and other remedies remain unaffected.

14. Price, payment and cancellation

The quotation states the payment schedule. Unless otherwise specified, roofing installation work requires a 30% deposit, with the balance due on completion of the agreed work.

Cleaning bookings require a £30 deposit credited against the agreed total, with the remaining balance invoiced after cleaning is completed, unless a different arrangement is expressly agreed.

Deposits are not automatically non-refundable. Payment does not waive rights concerning defective work.

Where statutory cancellation rights apply, we will provide the applicable cancellation notice and model cancellation form before contract formation. Work during the cancellation period requires the appropriate express early-start request and explanation of its consequences.

Outside statutory cancellation rights, cancellation charges must reflect reasonable net loss caused by cancellation, taking account of savings, recoverable materials and any replacement work obtained. We will explain the calculation and refund any excess payment.

15. Guarantees and liability

The quotation and guarantee document state the additional guarantee's duration and coverage. Manufacturer warranties are separate. Statutory rights remain unaffected.

An additional guarantee does not cover a problem to the extent it results from unrelated existing defects, structural movement, later third-party interference, lack of reasonable maintenance, accidental damage or exceptional external events outside the guaranteed performance.

An exclusion does not apply to the extent our breach, unsuitable specification or defective installation caused or contributed to the problem.

Third-party work does not automatically invalidate the guarantee for unrelated, unaffected work.

We do not exclude liability for death or personal injury caused by negligence, fraud, or any liability the law does not permit us to exclude.

16. Completion, complaints and records

We will provide an opportunity to raise completion issues and supply the agreed completion documents. A completion acknowledgement does not waive rights concerning latent defects.

Complaints should be sent to info@roofingninjas.co.uk with the job reference and relevant details. We will acknowledge them within five working days and arrange an appropriate investigation.

Please allow a reasonable opportunity to inspect and remedy a problem, except where urgent action is reasonably necessary to protect people or property. This does not restrict statutory remedies.

Where a complaint cannot be resolved, we will provide applicable alternative dispute resolution information and state whether we are obliged or willing to participate.

We retain relevant job records in accordance with our privacy notice. Promotional use of identifiable customer photographs requires separate appropriate permission.

For work in England and Wales, the law of England and Wales applies, without removing mandatory consumer protections or applicable court rights.