

Standard Terms and Conditions:

All transactions between Jamison Roofing Specialists (JRS) and the Client will be subject to the terms and conditions contained hereinafter.

1. Quotations valid for 30 days.
2. All painting/ treatments of timber is excluded from quotation/ tender.
3. Nature of Work: JRS shall furnish the labour and material to perform the work described herein or in the referenced contract documents. JRS does not provide design, engineering, consulting or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance, including a determination as to whether and what type of a vapour or air retarder is needed. If plans, specifications or other design documents have been furnished to JRS, Customer warrants that they are sufficient and conform to all applicable laws and building codes. JRS is not responsible for any loss, damage or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by JRS from what is specified. JRS is not responsible for condensation, moisture migration from the building interior, roof deck or other building components, location or size of roof drains, adequacy of drainage, ponding on the roof, structural conditions or the properties of the roof deck or substrate on which JRS roofing work is installed.
4. JRS does not provide any guarantee on rust, damp or cracks. Should rust be discovered on a roof, the guarantee will become null and void. Should hail holes be found on the waterproofing the guarantee will become null and void and repair costs can be claimed from the clients insurance.
5. Should the waterproofing be tampered with by any third party the guarantee will be rendered null and void.
6. Reroof Guarantee: Ten year Guarantee with maintenance every two years – It is the customer's responsibility to contact JRS every two years to maintain the roof. The Maintenance cost will be for the customer's account. Should the customer not contact JRS to do maintenance every two years the Guarantee will be rendered null and void and no further Guarantee claims can be made. Any 3rd Party or hail damage must be reported to JRS immediately in order for JRS to provide a quotation for the repairs which can be sent to the insurance.
7. Roof Repair Guarantee: 3 year guarantee and after 3 years the onus is on the client to contact JRS one month before the guarantee expires to provide a maintenance inspection and quotation. Should a patch waterproofing job be undertaken, the guarantee period will be ascertained once a full inspection has been undertaken.
8. Should the customer not contact JRS by the guarantee expiry date the guarantee will become null and void (The guarantee period is specified on all quotations).
9. JRS reserves the right to amend the guarantee based on the scope of work agreed to and accepted by the client.
10. Client undertakes to settle the account in full on presentation of final invoice by JRS.
11. Guarantees will only be issued upon full and final payment of invoices.
12. Any cancellations of quotations accepted will have a 10% cancellation fee charged to the client. (To cover our bank and admin charges)

13. Timeous access to site to be made available by the Client at all times for the duration of the contract.
14. The client takes full responsibility to remove all items of furniture/fittings/fixtures/vehicles etc, to mitigate any damage that could occur during the course of the contract.
15. The Client hereby indemnifies JRS and all its personnel for all damages, consequential damages, force majeure, unforeseen damages, loss of income or any other loss suffered by Client or any third party as a result of any activities while work is being performed by JRS in terms of the quotation.
16. Interior Protection. Customer acknowledges that re-roofing of an existing building may cause disturbance, dust, debris or fireproofing to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. JRS shall not be responsible for disturbance, detachment of fireproofing or other materials from the underside of the deck, damage, clean up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold JRS harmless from claims of tenants who were not so notified and did not provide protection.
17. Damages and Delays. JRS will not be responsible for damage done to JRS's work by others, including damage to temporary tie-ins. Any repairing of the same by JRS will be charged as an extra. JRS shall not be liable for liquidated or delay damages due to a delay in completion of the Project unless the delay was caused by JRS. JRS shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, accidents, snow, fire, weather, vandalism, regulation, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labour. In the event of these occurrences, JRS's time for performance under this proposal shall be extended.
18. Timber Repairs, Insulation Replacement and Unforeseen Conditions. Any work required to replace rotten, missing or deteriorated or crumbling timber shall be done on a labour and material or unit price basis as an extra unless specifically included in the scope of work. When re-roofing over an existing roof, replacement of visible wet or deteriorated insulation shall be an extra or billed at unit prices unless otherwise stated on the face of this proposal. Unforeseen conditions that may affect the work will be reported to Owner and authorization requested prior to permanent repairs being performed.
19. If the Client requires any additional work or alterations other than as specified in the quote, he/she shall advise JRS and JRS shall provide the client with a new quote.
20. Should the quotation submitted not be accepted in its entirety, JRS retains the right to amend the quotation and guarantee period before commencement of work.
21. Material Substitution. In the event that any specified material or equipment becomes unavailable either temporarily or permanently after the contract is executed, JRS may need to provide an "equal" substitute. Any substitution will not affect the overall performance or warranty of the project. Additionally, material delays may cause an overall project delay. In the event of temporary material unavailability, the contract time shall be extended to reflect the duration of time that the contractor is delayed by the unavailability. To the extent an available substitute is provided by Contractor under this provision, any increase in the cost between the originally specified material and equipment and the substitute shall be paid by the Owner to the Contractor, upon prior approval.

22. Asbestos and Toxic Materials. This proposal is based on JRS not coming into contact with asbestos-containing or toxic materials ("ACM"). JRS is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. JRS shall be compensated for additional expenses resulting from the presence of ACM. Customer agrees to indemnify JRS from and against any liability, damages, losses, claims, demands or citations arising out of the presence of ACM.
23. Existing Conditions. JRS is not responsible for leakage through the existing roof or other portions of the building that have not yet been reroofed by JRS. JRS is not responsible for satellite dish recalibration unless specifically stated in the scope of work.
24. Mould. JRS and Owner are committed to acting promptly so that roof leaks are not a source of potential interior mould growth. Owner will make periodic inspections for signs of water intrusion and act promptly including prompt notice to JRS if Owner believes there are roof leaks, to correct the condition. Upon receiving notice, JRS will make roof repairs. Owner is responsible for monitoring any leak areas and for indoor air quality. JRS is not responsible for mould or indoor air quality. Owner shall hold harmless and indemnify JRS from claims due to indoor air quality and resulting from a failure by Owner to maintain the building in a manner to avoid growth of mould.
25. Material References. JRS is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R-value or SABS compliance, but rather the materials used are represented as such by the material manufacturer.
26. Oil-canning. Metal roofing and especially lengthy flat-span sheet-metal panels often will exhibit waviness, commonly referred to as "oil-canning." The degree of oil-canning and the appearance of the panels will vary depending on factors such as the length and colour of the panels, alloy, gauge, galvanizing process, substrate condition, and exposure to sunlight. Oil-canning pertains to aesthetics and not the performance of the panels. The type of metal roofing panels specified can affect the degree of oil-canning. JRS is not responsible for oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified.
27. Working Hours. This proposal is based upon the performance of all work during JRS's regular work hours. Extra charges will be made for overtime and all premium time if required by Customer.
28. Although extreme caution will be taken when working near TV cables, electrical cables and plumbing, JRS will not be held liable for damages to them as most times these cables are brittle and worn from exposure to sunlight or due to age.
29. Unspecified areas in the provided quotation will be excluded from the scope of work.
30. JRS will not be held liable for any errors or omissions relating to the submitted quotations.
31. No oral agreement will alter this contract
32. No amendments to the contract will be accepted unless reduced to writing and signed by JRS as well as the contract signatory. This includes date changes, changes to time period's, relaxation extensions and pricing.
33. Right to Stop Work. The failure of Customer to make proper payment to JRS when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle JRS, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made. The time period in which JRS shall perform the work shall be extended for a period equal to the period during which the Work was suspended, and the contract sum to be paid JRS shall be increased by the amount of JRS's reasonable costs of shut-down, delay and start-up.

34. All items and products used to build or repair roofs or structures, will remain the property of JRS until full payment has been received.
35. Deposit amount vary due to project at hand (Payment terms noted on quotation).
36. If payment is not received after 7 days of sending the final invoice, JRS's rights remain reserved to proceed in legal action and the client will be responsible for legal costs on an Attorney and Own Client scale. JRS will have the right to confiscate all items and products used to build, construct, or repair roofs or structures.
37. Interest will be incurred on all outstanding/late payments at maximum bank rates.
38. Screws & Nails etc, are all wear and tear items (NO GUARANTEE).
39. JRS will provide supervision on site at all times (unforeseen activities).
40. JRS undertakes to address all complaints and rectify any unsatisfactory work according to written guarantees.
41. The quotation does not include undertile insulation unless specifically pointed out and quoted for by JRS.
42. JRS does not take any responsibility for structural defects on structures where the waterproofing is applied. Should the waterproofing fail due to structural defects of the building, the guarantee will become null and void.
43. JRS will charge a callout fee for body corporate's where entire complex roofs are to be inspected and quoted for. Free quotations can be provided for assessments on individual units.
44. JRS reserve our right to exclude and/or correct any errors or omissions in any submission.
45. Estate Agents subject to a quotation/callout fee.
46. The information contained in our quotations is private and confidential and constitutes the intellectual property of the service provider. You shall therefore not disseminate, disclose or make available any of the information contained in the quotation submission to any third party, including but not limited to direct or indirect competitors or to any other party in its employ not specifically involved in the adjudication of the quote and shall observe the tenderers right to confidentiality in this regard.
47. Limitation of Liability – Inspections. JRS conducts inspections of Customer's roof and issues inspection reports as a courtesy to Customer and at a nominal fee. Customer and JRS agree that JRS does not warrant or guarantee that the inspection will discover every potential source of roof failure or leak. JRS also does not warrant or guarantee that the inspection will cause the roof to last for the full life of the manufacturer's warranty or as long as noted in the inspection report. Should the roof experience a leak or failure that Customer alleges JRS should have discovered during the inspection, Customer and JRS agree that JRS's maximum liability arising out of the alleged missed failure will be JRS's fee for the inspection. Customer's exclusive remedy against JRS, its owners, agents, and employees for any claimed failure or leak that Customer alleges JRS did not discover is to claim for return of JRS's fee for the inspection and report. Customer and JRS agree that JRS is not liable for any consequential damages arising out of any claimed roof failure or leak that JRS did not discover during the inspection or note on JRS's inspection report.

48. Dispute Resolution. If a dispute shall arise between JRS and Customer with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, JRS and Customer will seek to mediate the dispute. If mediation is not successful, adjudication shall be conducted in accordance with The Construction Adjudication Association of South Africa unless the parties mutually agree otherwise. This Agreement to adjudicate shall be specifically enforceable under the prevailing adjudication law. The award rendered by the adjudicators shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Any legal claim against JRS alleging any breach of this contract or negligence by JRS must be initiated no later than two (2) years after JRS performed the roofing installation covered by this contract. Collection matters may be processed through litigation or adjudication at the discretion of JRS.

Exclusions of liability/no guarantee on the following items:

1. Tiles shifting or cracking due to natural causes or third party interference.
2. No guarantee on damp and cracks in ceilings, walls or concrete slabs due to any reason whatsoever.
3. No guarantee on storm water outlets or downpipes that are leaking.
4. No guarantee on rust occurring or re-occurring.

Jamison Roofing Specialists Promise to our Valued Clients:

Should you, the client, not be entirely happy with the remedial work or service provided by JRS, you as the client undertake to inform JRS within 7-days of completion of the services rendered. Please address your complaint in writing to: Enrikos@jamisonroofing.co.za & Darryl@jamisonroofing.co.za or call 0732433398 / 0845566942.

JRS undertakes to address all complaints and queries promptly. Should any part or provision of these Terms and Conditions be held unenforceable or in conflict with the applicable law of any jurisdiction, the validity of the remaining parts or provisions shall not be affected thereby.