

CONDITIONS OF QUOTATION

1. BASIS OF QUOTATION

- (a) Unless otherwise stated Quotations are open to written acceptance for 30 days
- (b) Prices quoted are exclusive of Value Added Tax and any such tax must be paid in addition.
- (c) Prices quoted are related to quantity and adjustment may be necessary if quantity varies.
- (d) Variable Price Basis. Unless stated to be on a Fixed Price Basis. Quotations are variable to the following extent:
 - (i) Charges for material and delivery are at rates inclusive of overheads and profit. These will be adjusted to include any change in costs between Quotation and Delivery dates.
 - (ii) Site work quoted is at rates inclusive of overheads and profit. These will be adjusted to include any change between Quotation and installation dates in rates of wages, other emoluments and expenses payable to workpeople and of employer's compulsory contributions.
- (e) If a contract is delayed by causes outside our control beyond the expiry of a quoted Fixed Price Period, a charge will be made for any extra cost inclusive of overheads and profit, above those which would have been incurred had it been completed during the said period.

2. ORDERS

Any order, or Variation Order, arising from a quotation shall incorporate these conditions but will not constitute a contract until acknowledged by ourselves in writing.

3. FACILITIES AND ATTENDANCE

Unless stated otherwise, a price quoted is subject to free provision on Site of the following:

- (a) Reasonable hard road access
- (b) Where we are a sub-contractor, unloading and handling by the Main Contractor of materials to fixing positions.
- (c) Secure clean, dry storage with lock up facilities when required.
- (d) Installation. To ensure the correct installation it is essential that the work is not commenced until all wet trade work is completed, fully dried out all external window and door openings are filled into exclude outside moisture. During winter months the heating plant should be in use and operating at temperatures likely to be obtained when the building is occupied.
- (e) Services to be provided at the points of working without charge to us.
 - (i) Electrical Lighting and Power
 - (ii) Adequate Lighting to be provided at the points of working
 - (iii) Power of 110 – 115 volts to be available within 15m of our operations.
 - (iv) Rubbish disposal facilities.

4. PROGRAMME AND PROGRESS OF WORK

- (a) Unless stated otherwise, a price quoted assumes that the work will be carried out in appropriate sequence without interruption in one operation. An extra charge may be made where lack of continuity of work causes waiting time or additional site visits.
- (b) A price quoted does not include the following:
 - (i) Cost of storage, transport, insurance and handling incurred due to non-acceptance of deliveries by agreed dates.
 - (ii) Alterations to components or additional work caused by site obstructions or variations in agreed dimensions
 - (iii) Remedial work to faults in a building not apparent on inspection or, where there is no inspection, of which we have not been made aware.
 - (iv) Overtime worked at the request of the customer or his agent.

5. SPECIFICATIONS

Occupied rooms.

Our prices are based on the assumption that these rooms are sufficiently cleared of furniture, fittings and furnishings so as not to impede our operations.

We accept no liability for damage to these nor to decorations.

6. OWNERSHIP OF MATERIALS AND RESPONSIBILITY FOR DAMAGE

- (a) We shall be entitled to payment for all executed work, components and materials on site, notwithstanding that some or all of them may have been destroyed, damaged, lost or stolen whilst on site. Ownership in the executed work, components or materials shall not pass from us until payment has been made.
- (b) The customer shall be responsible for:
 - (i) Insuring against loss or damage to executed work, components and materials on Site by the following "insured perils": fire, lighting, explosion, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot and civil commotion.
 - (ii) Loss or damage to our plant, tools, and equipment, if caused by the insured perils or by theft or malicious damage arising from negligence of the customer, the Main Contractor or other contractors, under their control.
 - (iii) Damage to concealed services unless indicated in working drawings or otherwise in writing, or damage arising from the dismantling of existing fittings.
 - (iv) Claims arising from death or injury to any person or for damage to or loss of property by any person which may arise out of the execution of the work unless due to our negligence, omission or default.

7. GUARENTEE AND LIMIT OF LIABILITY

- (a) We undertake to make good any defect in goods supplied or in work done which is caused by defective materials or by bad workmanship, provided we are notified in writing within 6 months of completion.
Provided:

- (i) In the case of components or materials supplied but not manufactured by us, our liability shall not exceed the extent of the manufacturers liability.
- (ii) We shall not be liable to make good any defects arising because handling, storing, or fixing, by others has differed from our recommendations or items have been brought into use before handed over.
- (b) This guarantee is given in substitution for any representations terms, conditions or warranties of whatever nature which are hereby excluded insofar as they may be excluded at law.
- (c) We do not accept responsibility for delay arising from Acts of God, industrial disputes, fire, flood, or other causes beyond our control.

8. COMPLIANCE WITH LAW AND OFFICIAL REGULATIONS

- (a) The customer is responsible for complying with statutes, regulations, by-laws, and other requirements of lawful authorities. Acceptance of a Quotation constitutes a warranty that he has obtained every license, permit or authority that the work requires.
- (b) If the customer wishes us to obtain any necessary permissions and approvals, we shall require authority and reimbursement of costs involved.

9. VARIATIONS

The customer may order additional work or variations provided he does so in writing and a price is agreed. If the value of such work cannot be estimated before it is carried out, it will be charged on a daywork basis.

10. DRAWINGS

The preparation of drawings and layouts is the customers responsibility unless otherwise agreed.

11. PAYMENT

- (a) A Quotation is made subject to our receiving a satisfactory credit status report. We reserve the right to require partial or full payment before or upon delivery.
- (b) Unless otherwise stated, our Quotation is nett.
- (c) Installment payments. All Quotations for amounts exceeding £1000 or where the period from the first delivery to completion exceeds fourteen days, are on the basis that payment shall be made.

Applications for installment payments may include the values of:

- (i) Components and materials on site or not yet delivered, when delivery is delayed.
- (ii) Work done.
- (iii) Variations and extras.
- (iv) Cost adjustments under clause 1d

Payments are due within twenty-eight days of written application. Where payments are not received within fourteen days of the due date, we shall be entitled to cease Site work forthwith and to make an extra charge for returning to site.

- (d) Our final account will be submitted on completion of delivery and /or Site work and is due for payment within 28 days subject to any retention under (e) or (f) below.
- (e) Where we have acknowledged in writing that defects exist for which we are responsible, a retention of 5% may be held until they have been rectified.
- (f) If we are employed as a sub-contractor and retention money is held under the terms of the main contract, (whether held by the Customer or the contractor) the contractor's interest in the retention money is fiduciary as Trustee for ourselves as sub-contractor.
- (g) In the event of delay in interim or final payment, overdue amounts shall bear interest at 5% above the current base lending rate of the clearing banks.

12. FORMS OF CONTRACT

Where we offer to undertake the work under the standard forms of Building Contract we are prepared to withdraw any terms at variance to these forms.