

CONDITIONS OF CONTRACT

Estimate

1. Estimates are open for acceptance for a period of one month from the date thereof, unless otherwise stated or agreed in writing.
2. Prices quoted are strictly net unless otherwise stated in writing.

Orders

1. Dates as to commencement and/or completion of works are given expressly subject to our ability to supply the necessary labour, materials and plant for the job as and when required, and without any responsibility whatsoever for delays, disturbance or damage arising through uncertainties of war, civil disturbance, strikes, lock-outs, local combinations of workmen, fire accident or any other caused beyond our control.
2. No liability whatsoever can be accepted for any loss or damage suffered by the customer arising directly or indirectly by reason of any delay in commencing and/or completing any works.
3. Payment shall become due on delivery of our invoice. Where the period for completion of the works exceeds one month, arrangements shall be made for interim or stage payments.
4. No retentions shall be made by the customer unless previously agreed in writing.
5. Unless otherwise stated in writing there is no maintenance period on any work.
6. Sound materials suitable for their respective purposes will be used, but are supplied subject to any conditions of sale attached thereto by the manufacturer or supplier. In the event of any materials proving faulty our liability for making good is limited to such amount as may be recovered from the manufacturer or supplier.
7. Any variation to this quotation is accepted on the basis that the variation is to be agreed and stipulated in writing before the variation is carried out, and where practical the price is to be agreed before the work is carried out, or where not so agreed paid for on day work rates.
8. Every care will be taken in the use and fixing of materials or goods (if any) to be supplied by the customer but no responsibility whatsoever for their suitability or damage caused to them during fixing is accepted.
9. Irrespective of any insurances taken out by us, the customer should advise his insurers that the building works are being carried out on his property and satisfy himself that is adequately covered by insurances against loss or damage by fire, lightning, explosion, storm, tempest, flood, bursting or overflowing of water-tanks apparatus or pipes, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, or other risks arising out of and during the progress of the building operations. Unless otherwise expressly agreed, we are not liable for loss or damage by fire lightning, explosion storm, tempest, flood, bursting or overflowing of water-tanks apparatus or pipes, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion to the work, materials on site, or any property of the customer.
10. Unless otherwise specified, credit has been allowed for any materials necessarily removed to allow the execution of the work.
11. The words "prime cost" or "p.c." where used in the quotation indicate the net amount proposed to be paid by us to a merchant or manufacturer for the supply and/or fixing of the item concerned together with such discount not exceeding 5 per cent as we shall obtain. Should the net amounts in fact payable by us in respect of prime cost or p.c. items together with such cash discounts prove to be higher or lower than the prime costs or p.c. amounts then the difference shall be added to or deducted from the quoted price.
12. The words "Provisional sum" where used in the quotation indicate the amount included therein to cover a specific item of work and the quotation is subject to adjustment by substituting for the provisional sum where the item of work is carried out by a sub-contractor, the amount payable to such sub-contractor plus a supervisory charge of 5 per cent or where the item of work is carried out by us at a price agreed.
13. All goods supplied shall remain the property of this company until paid for in full.
14. Any dispute or difference arising out of any contract between ourselves and the customer or out of the execution of the work shall be and is hereby referred to arbitration and the decision of a person agreed between the parties or, failing such agreement, of a person nominated by the President for the time being of the Institute of Arbitrators shall be binding.
15. This quotation is exclusive of V.A.T. All V.A.T. due of this contract is payable in addition to the contract sum on delivery of our invoice. Any extra work or daywork shall bear V.A.T. as acceptable.
16. No liability will be accepted for damage to or refitting of carpets and/or floor coverings left in-situ that may need to be removed in order to carry out any of the works.
17. We reserve the right to charge 3.5% above base rate on invoices overdue by more than 30 days.