

TERMS & CONDITIONS

1. All quotations are open to acceptance within 60 days of the date thereof.
2. The contractor shall provide everything necessary for and shall carry out the works in strict accordance with the Contract Specification/Schedule of work/drawings, also with any further drawings, details, instructions, and explanations issued by the adviser.
3. We will exercise all reasonable care to ensure that the works or structure specified will be carried out to the Clients, Architects, Clerk of works, Local Authority, Engineers specifications and regulations.
4. All the materials, goods, and workmanship shall be the best of their respective kinds, in accordance with the qualities and details described in the drawings, specification, bill of quantities, and to a standard of finish to the satisfaction of the adviser. The contractor's materials, goods and work shall conform at least to the latest British Standards (BS) and relevant BS Codes of Practice (BSCP).
5. The contractor shall keep on the works during working hours a competent person in charge, empowered to discuss the work with and take the adviser's instructions as if to the contractor.
6. Payment – Monthly valuation in accordance with the priced schedule/specification including any variations and materials on site.
7. Any variations to the contract to be agreed when possible/practical in writing before such works commence. In some instances it may be practical to carry out variations on a day work rate (rates as below). We will be entitled to charge our preliminary costs on a pro rata basis on any variation that results in a variation of our contract period.
8. If full payment of any invoice is not made within 7 days after invoice date, we shall be entitled to charge interest on any unpaid sum at the rate of 2% per month, calculated on a daily basis.
9. Progress and completion of the works specified in this quotation will be agreed between the contractor and the client. Due to inclement weather conditions or any reasons beyond our control a reasonable extension of time will be granted to us for completion of the specified works. No liquidated damages will be incurred.
10. We undertake to remedy at our own expense any damage caused by us in the duration of the works.
11. During the works we will require full entitlement to all areas of the site affected by the works. We may require furniture, carpets, or any household/garden items to be removed from all areas affected by the works. We will endeavour to give the client/adviser as much notice as possible to remove such items.
12. We will exercise all reasonable care to provide dust sheets, polythene covers, temporary covers and screens, temporary props and strutting/shoring during the works.
13. We shall be entitled to free issue water and electricity and use of w.c. facilities unless otherwise stated in the specification/schedule of works. Where possible we will provide a lockable container/storage for the duration of the works.
14. Any demolished materials from the said works will become the property of the contractor to dispose/reuse unless otherwise stated in the specification/schedule of works.
15. The employer may determine (but not unreasonably or vexatiously) by registered post the employment of the contractor under this contract if the contractor :-
 - 15.1 fails to proceed with the work with reasonable diligence, or wholly suspends the works before completion without reasonable cause ;
 - 15.2 refuses or neglects to comply with instructions given to him by the adviser for 14 clear days after receiving a notice in writing (by recorded post) from the adviser pointing out such refusal or neglect ;
 - 15.3 commits any act of bankruptcy, or, being a company, enters into liquidation (except for the purpose of re-construction).
 - 15.4 In any such case the contractor shall at once give up the works, and another contractor may be employed and paid to complete the works; the cost of such completion, carried out subject to the conditions herein provided, shall be deducted from the Contract sum in determining the amount to be paid to the contractor.
 - 15.5 The right of determination shall be without prejudice to any other rights or remedies which the employer may possess.
16. The contractor may determine (but not unreasonably or vexatiously) by registered post his employment under this contract if the employer :-
 - 16.1 fails to meet a payment issued by the contractor after 7 clear days from the receipt by the Employer of a written notice sent to him (by recorded post) by the contractor pointing out that the payment period has expired
 - 16.2 delays the work for 4 weeks or longer at his insistence, except by previous agreement .
 - 16.3 commits any act of bankruptcy, or, being a company, enters into liquidation (except for the purposes of re-construction).
 - 16.4 In any such case the Contractor shall be entitled to payment for the value of the work executed and materials properly purchased for the works, and cost of removal of any plant and equipment.
 - 16.5 The right of determination shall be without prejudice to any other rights or remedies which the contractor may possess.
17. The conditions of this contract shall be deemed reasonable and fair.
18. If this quotation is accepted by you, please sign and date below, and return a copy to us as soon as possible.

Day Work Rates:-

Craft Operative @ £ _____ Per Hour

General Operative @ £ _____ Per Hour

Mechanical Services @ £ _____ Per Hour

Materials @ Plant @ £ _____ Per Hour

I understand and accept and deem the conditions of the terms and conditions set out above to be reasonable and fair and look forward to commencing the works as soon as it is convenient to you.

Date _____

Signed _____ Client/Employer

Print _____ Client/Employer

Signed _____ Contractor

Print _____ Contractor