**General Terms and Conditions for Contract Works**

1 Unless other terms and conditions are accepted in writing by [Member] (hereinafter referred to as the ‘Company’), the conditions herein set out will apply between the Company and the person or company (hereinafter referred to as the ‘Client’) to which the quotation is addressed.

2 This quotation will remain open for acceptance for a period of 12 weeks from the date hereof.

3 a)\* This quotation is based upon current wage rates, cost of materials and transport, plant and equipment, and rates or taxes of any description applicable at the date hereof and is strictly nett. Fluctuations in such rates and prices will be adjusted in accordance with the Price Adjustment formulae for building contracts as issued by the BCIS General Building Cost (excluding M&E) Index, the base date for which shall be calculated for the purposes of these terms and conditions as that applicable in the month prior to the month within which the tender is submitted.

3 b)\* This quotation is a ‘fixed price’ offer made by the Company, and is strictly nett. The price will remain fixed for a period of 3 months from the date hereof, unless otherwise agreed in writing. Any work executed thereafter will, unless such work results from any default by the Company, be subject to additional charges.

4 The quotation does not include Value Added Tax, import duties, local authority or other fees. The Client will be required to pay such VAT as may be, or may become, chargeable thereon at the rate applicable at the date of any tax invoice in connection therewith or, if no tax invoice is issued, at the date of payment being made. The Client will also be required to pay any other tax, duties, fees or charges as may arise from or as a consequence of the execution of these works.

5 a) The ownership of materials shall remain with the Company which reserves the right to dispose of the materials until payment in full for all the materials has been received by it, in accordance with the terms of this or any other contract. If such payment is overdue in whole or in part the Company may (without prejudice to any of its other rights) recover or re-sell the material or any of it and may enter upon any third party’s premises by its servants or agent for that purpose. Such payment shall become due immediately upon the commencement of any act or proceeding in which any third party’s solvency is involved. If any of the materials are incorporated in or used as material for other goods before such payment the property of the whole of such goods shall be and remain with the Company until such payment has been made or the other goods have been sold as aforesaid and all the Company’s rights hereunder in the materials shall extend to those other goods.

b) Company plant and equipment will remain the property of the Company at all times.

6 a) This quotation is based on continuity of work in a logical sequence on a clear and level site, without obstruction or restriction, during the hours the Company requires to work, and to a programme to be agreed. If, for any reason beyond the Company’s control, this continuity is broken or the site working hours are restricted in any way, or if overtime working is required, additional charges will be made.

b) This quotation is based upon information received from the Client and upon specifications, quantities and/or drawings supplied and will be subject to re-measurement on completion. Should there be any significant variations between such re-measured quantities and those upon which the quotation is based, then the Company reserves the right to adjust the quoted rates for such work. No work shall be omitted by the Client from the quotation after the acceptance thereof if such omission is with the intention of having that work carried out by others.

c) Unless otherwise expressly agreed, this quotation does not include for:-
• any work by the Company in connection with the installation by others or by the Client of electrical wiring, switches, outlets, fittings and the like;
• modifications required to partitioning, ceilings etc to conform to projections in walls and ceilings or to accommodate pipes, tubes, ducts and the like;
• damage to existing concealed services which have not been clearly marked prior to commencement of work on site, or the rectification or consequences of such damage.
• where the CDM Regulations apply in full this quotation is based upon the Company not acting in the role of Principal Contractor. The Client shall advise the Company in writing of the name and address of the Principal Contractor. The Company shall provide the Principal Contractor with such information concerning the Company’s works reasonably required for the Construction Phase Plan and Health and Safety file. The Client shall provide the Company with a copy of any development of the Construction Phase Plan.

7 a) The Company will not be liable for any defects arising out of faulty plans, designs, information, specifications, quantities or instructions etc prepared, drawn up or given to the Company by the Client, nor for any inaccuracies in the position, lines or levels of the structure etc. It is the Client’s responsibility to ensure that all requirements of the Local Planning Authority, Building Regulations and any other statutory requirements are duly complied with and the Client shall indemnify the Company in respect of all actions, proceedings, costs, claims or demands arising out of the breach non-observance or non-performance thereof, and the Client shall pay to the Company such additional costs as may arise due to any changes in such requirements as may be introduced subsequent to the date of this quotation.

b) The Company will not be liable for any defects or damage to materials or work caused by abnormal conditions, such as dampness, excessive temperature, humidity levels, movement in buildings, chemical action or by any causes outside the Company’s control. As a condition of acceptance of this quotation, the Client shall undertake to ensure that buildings to receive partitioning and suspended ceiling installations and the like shall simulate as nearly as possible for the whole period between the commencement of these works and full occupation of the premises the conditions which will prevail after occupation. All external glazing and doors etc must be installed and all internal finishes (eg plastering, screeding, flooring etc) must be completed and thoroughly dried out before installation of the partitioning or suspended ceilings will be commenced. Should the Company incur additional costs due to the Client’s failure in any of these respects, additional charges will be made.

8 a) Any defects arising out of defective materials or defective workmanship on the Company’s part will be rectified by the Company on receipt of written notice as soon as practicable after they appear.

b) Responsibility for such rectification will cease at the expiry of 6 months after completion of the contract works.

9 The replacement of any materials (fixed or unfixed) that have been damaged, stolen, lost or destroyed by any person known or unknown or from any other cause whatsoever with the exception of a default of the Company or its employees will be charged to the Client at daywork rates.

10 a) The Company will not be responsible for and no liability shall accrue to it due to causes not within its control and in particular, but without prejudice to the generality of the foregoing, to the following:-
• delays by others;
• delays due to inclement weather;
• delays due to non-availability or late delivery of materials;
• delays due to fire, storm, tempest, civil commotion, insurrection, war, strikes, lock-outs, currency restrictions, import restrictions or any other cause.

b) The Company will not be responsible for any claims for delay, or for any consequences arising there from, in the completion of the works contained in this quotation and the Client shall not be entitled to repudiate or rescind any contract pursuant to this quotation for any other causes listed above.

11 a) Any liability for negligence or breach of statutory or other duties of any of the Company’s workmen will only be accepted if the said negligence or breach of statutory duty is directly concerned with the work which the workmen were engaged by the Company to do.

b) Whilst reasonable care will be taken to minimise damage to existing floor, wall and ceiling finishes, the Company will not accept responsibility for damage of any kind caused by its employees during the carrying out of the work, unless negligently, unless the Client has provided and maintained adequate protection against such damage.

12 a) In all cases, the Client shall ensure that the premises, such parts of the work which are complete and all goods and materials whether fixed or un-fixed, are adequately insured to cover any damage thereto from any cause whatsoever.

b) If so required by the Client where there is possibility of damage to adjoining properties, the Company will take out in the joint names of the Client and the Company such additional insurance as may be required, the premium for which will then be added as an extra to the contract sum.

13 These terms and conditions shall be deemed to be incorporated within any contract made in pursuance hereof unless specifically repudiated in writing.

14 The Client shall provide, free of charge to the Company, the following facilities and services throughout the erection period and for the working hours of the Company’s employers:
• suitable access to all parts of the works;
• the receipt and unloading of materials, plant and equipment delivered to site when the Company’s employees are not present on site ensuring that such materials and plant are well covered and protected from the weather;
• fixed scaffolding to the requirements of the Company and the current Factories Acts, together with hoisting facilities, including dismantling and re-erecting as necessary;
• adequate safe dry storage facilities for materials and equipment;
• a workman’s cabin of minimum 20m2 floor area, equipped with canteen facilities, changing room, clothes storage, and washing facilities with hot water;
• access to suitable toilet facilities;
• adequate supply of electric power (110V) to all parts of the works;
• temporary lighting to the Company’s requirements;
• adequate site heating to the Company’s requirements during adverse weather conditions;
• removal of rubbish from working areas;
• the use of a telephone, including the cost of all calls.

15 a) If at any time, any dispute or difference arises under this agreement, either party may refer it to Adjudication in accordance with the procedures set out in The Scheme for Construction Contracts (England and Wales) Regulations 1998 (Scotland) Regulations 1998 (Northern Ireland) Regulations 1999 or any later enactments. Any Adjudicator shall be nominated by the Nominations Officer of the Association of Independent Construction Adjudicators.

b) Subject to clause 15(a), should any dispute arise between the Client and the Company, whether arising during the execution or after completion or abandonment of the works, in regard to any matter or thing of whatsoever nature arising out of or in connection with any contract pursuant to this quotation, it shall be referred to the arbitration of such person as the parties may agree to appoint as Arbitrator or failing such agreement an Arbitrator appointed by the President, the Deputy President or the Vice President of the Chartered Institute of Arbitrators.

c) Whatever the nationality of the Client or wherever the works or any part thereof are situated, the Law of England shall be the proper law of any contract pursuant to this quotation and in particular the provisions of the Arbitration Act 1996 and the CIMAR (Construction Industry Model Arbitration Rules) current at the base date shall apply to an arbitration in connection therewith wherever the same, or any part of it, shall be conducted.

16 If the Client becomes bankrupt or makes a composition or arrangement with his creditors, or has a winding-up order made or (except for the purposes of reconstruction) has a resolution for voluntary winding-up passed or has an administrator appointed by the Court or otherwise or has a receiver or manager of his business or undertaking duly appointed, then the Company may thereupon forthwith by written notice determine the contract. In such event, the Client shall pay to the Company:
• the total value of work completed; and
• the total value of work begun and executed but not completed; and
• all sums due for fluctuations and Value Added Tax, fees and charges; and
• the total value of unused materials properly ordered for the work; and
• loss of profit and other loss and/or expense resulting from determination; but
• less the total of any interim payments that may have been made prior to such determination.

17 Terms of Payment

a) The first payment will be due not later than one month after the date of commencement of the works and further interim payments will be due at not greater than monthly intervals thereafter.

b) Not later than 5 days after the due date the Client shall give a written notice to the company specifying the amount to be paid.

c) Not later than 5 days before the final date for payment the Client may give a written notice to the Company which shall specify any amount to be withheld from the amount to be paid, the ground(s) for such withholding and the amount attributable to each ground.

d) The final date for payment shall be 14 days from the due date.

e) Interim payments shall comprise the total value of the works, as properly executed, included in this quotation and any variations thereof, and of materials on site.

f) Where any goods and/or materials have been produced or purchased by the Company to the Client’s requirements and of which delivery cannot be made due to causes not attributable to the Company, the value thereof shall be included in interim payments as detailed above.

g) Full and final payment shall be due upon practical completion of the work.

h) If the Client fails to make payment by the final date for payment then the Client shall pay to the Company, in addition to the amount not properly paid, simple interest for the period until such payment is made. The rate of interest payable shall be five per cent (5%) above the current Bank of England base rate.

i) Where a sum due under the contract is not paid in full by the final date for payment and no effective notice to withhold payment has been given the Company has a right, subject to 7 days notice, to suspend performance of his obligations until payment is made