



TERMS AND CONDITIONS

1. ACCEPTANCE

- . (a) This quotation is subject to confirmation unless accepted by you within three months from the date hereof.
- . (b) Acceptance of an order is our discretion.

2. NEW ACCOUNTS

Subject to trade references and/or cash with order

3. TERMS OF PAYMENT

Unless otherwise clearly stated in the quotation our terms are strictly net payable within 14 days after the date of rendering final invoice. In the case of contracts of more than a month's duration interim invoices or applications will be rendered at 14 day intervals and these will be payable within 14 days of rendering. In default of payment then without prejudice to any other remedy open to us we may suspend work on the site. Costs incurred in suspending and for restarting work shall be an addition to the contract. Resumption of work shall be at our sole option. Any damages which may arise from such suspension of work shall be your sole liability. In the event of payment not being made by the terms set out by Top Level Construction Limited, there will be interest applied at a rate of 8% above base rate compounded monthly on aged debts.

4. VARIATION OF WORKS

- . (a) Adjustment of contract price necessitated by and variation of works shall be agreed at the time such variation is ordered and shall be charged on a time and material basis or at unit rates. Whichever may be agreed.
- . (b) Where unit rates are given, the prices quoted are for the quantities shown on quotation. Work will be measured on completion and charged at appropriate rates based on agreed measurements actually carried out unless the quantities are subsequently reduced.
- . (c) Unless specifically stated otherwise our quotation includes for one visit to the site only.
- . (d) Where the site conditions are not capable of being ascertained at the time of quoting these prices will, except insofar as these are described in your enquiry, and unless specifically stated to the contrary apply only to work available to us in unbroken areas.

5. FACILITIES

- . (a) Unless otherwise stated, this quotation is based on safe and good access for deliveries of our plant and materials to the point at which they will be used, and in the event of such access not being available any cost incurred shall be paid for.
- . (b) Unless otherwise stated a sufficient area of work shall be available daily to ensure reasonable continuity and any loss of standing time due to delays in preparation of the site shall be paid for.
- . (c) This quotation is submitted subject to the availability of supplies of our materials, plant and labour when the work is due to be executed.

6. MAINTENANCE, GUARANTEE AND WARRANTY

- . (a) When this quotation is submitted in accordance with the required specification, there is no warranty, expressed or implied, that such specification is suitable for the conditions to be met. We do not accept responsibility for; (1) The failure of water to disperse if the falls do not confirm British Standards or British Standard Code of practice. (2) Variation of colour on surface materials. (3) Any subsidence. (4) Any damage that may occur due to causes over, which we have, no control. (5) Any damage caused by our plant above or below ground or to kerbs or manhole covers unless due to proven negligence of our operatives.
- . (b) Our surfacing shall not be rolled with a roller heavier than that which has been employed on the consolidation of the foundation.
- . (c) Maintenance shall, unless otherwise stated by us, be for a period of six months commencing from the date of completion of our surfacing work and not from the date of completion of the main contractor any other type of work. When the work is carried out in sections, a separate date of completion shall be agreed from each section. The maintenance guarantee is limited to our workmanship and quality of material supplied to us, fair wear and tear expected.

7. VARIATION OF PRICE

Unless expressly stated to the contrary this quotation is based on present day costs of labour, fuel, transport and material and any increase or decreases in such costs that may occur up to the time the work is completed will be passed on to you.

8. LICENCES, PERMITS, ETC.

This quotation is submitted on the condition that if it is accepted the customer warrants that all the necessary licenses, permissions, etc required in connection with the execution of the work have been or will be obtained and that development or other charges arising there from have been or will be paid for by the customer.

9. COMPLETION

- . (a) Liability cannot be accepted for delays or for the non-execution of the contract, either in whole or in part, due to causes beyond our control.
- . (b) The contract completion date is subject to our receiving all the necessary instructions for the progress of the work and to compliance by you with all these Conditions.

10. HEALTH & SAFETY REGULATIONS

This quotation is submitted subject to our being fully reimbursed for any loss incurred by us through your failure to comply with any Health & Safety regulations applicable to the contract.

11. DAYWORKS

The signature on the time sheet or otherwise of your representative on site shall constitute a valid order for additions, variations or exceptional work to be done at Day work rates.

12. ARBITRATION

All disputes arising out of this quotation or on the Contract to which it relates shall be referred to a single Arbitrator to be appointed in default of agreement between the parties.