

TERMS AND CONDITIONS OF BUSINESS

1. Application

- a) The following terms and conditions apply to any estimate to which they are attached or enclosed and shall apply in full, unless expressly modified or excluded in writing and signed by a partner in the company.

2. General

- a) The Company means Crane Construction Consultancy Limited, company number, 08753564, whose registered office is at 33 Danetree Road, Epsom KT19 9SA
- b) The Client means the person, firm or company entering into contractual obligations with the Company.
- c) The Works means the works described in the Company's estimate and any other document issued email issued in writing by the Company, as may be varied by agreement in writing between the parties. "In writing" includes any communication by email.

3. Estimate

- a) An estimate shall remain open for acceptance for a period of thirty (30) days from the date shown on the estimate and thereafter lapses unless agreed in writing by the Company. The estimate submission supersedes any prior verbal or written agreement, arrangement and representations, terms or order sought to be imposed by the Client or his agents.
- b) All prices are based upon market prices and rates for materials, labour, subcontractors, suppliers, transport and other materials and services required for the Works, prevailing at the date of the estimate. The Company reserves the right to amend the contract sum referred to therein in order to take account of any increases or decreases in the prices of materials or rates for wages and any other charges for the materials and labour.
- c) The Company reserves the right to increase the estimates sum should the date for Completion of the Works become impossible to attain for reasons wholly or partly beyond their control.
- d) All drawings supplied by the Company are copyright and the property of the Company.
- e) Drawings supplied by the Client are deemed to be accurate and the Company will not be responsible for the additional expense resulting from errors or omissions.
- f) Acceptance of the Company's estimate involves acceptance of these terms and conditions and includes and appended contractual documents which will lead to a binding contract between the parties. It should be noted by the Client that any attempted or actual cancellation thereof by the Client may involve the Client in a claim for recovery by the Company for any loss of expenses incurred as a result, including loss of profit.

4. Force Majeure

- a) Any estimate made or order accepted, assumes no shortage of raw materials, fuel or power at the site (notwithstanding that the Company has taken all reasonable steps to procure the same) shortage of labour or transport, breakdown or failure of plant or machinery at our Works or Works of its suppliers or subcontractors, nor interruption in the normal operation of the Company works due to Act of God, Government action, nor any acts, orders or regulations of the Government, strikes or lockouts, industrial dispute, accident, fire, the elements of war, terrorist acts, civil commotion, riots and any other cause of whatsoever nature, beyond the control of the Company and no liability can be accepted by the Company for any loss or damage resulting from any such circumstances.

5. Materials

- a) All materials delivered to the site by the Company shall be at the Client's risk and no responsibility will be accepted by the Company for theft, damage or tempest or the action of third parties.
- b) Should the Client request the Company to source, supply or advise on the purchase of materials, the Company reserves the right to add either a handling fee of 10% or a charge for time at £30 plus VAT per hour.
- c) The Company shall make its best endeavours to ensure materials arrive on site promptly. However, should any of the Company's suppliers or agents fail to deliver any materials within the standard delivery times, the Company shall not bear responsibility for any delays caused by the failure of a supplier to deliver any materials in a timely fashion.
- d) The Company shall provide warranties for materials only after final payment has been made. The Company does not provide any warranty for works or materials in the event of non-payment of all invoices.

6. Liability

- a) Our liability in respect of any defective material supplied by us or faulty workmanship under these conditions shall be strictly limited to remedial replacement action at our option and expense and additional cleaning of the defective surface area. The liability shall not extend to any other damage or loss suffered by the Client and, in particular and without prejudice to the generality of the foregoing, the Company shall not be liable for loss of profit, damage to plant or for any expenditure incurred or remedial works performed or any consequential or special loss or damage sustained by the Client arising as a result.
- b) The Company does not accept liability for any works or materials delivered to site in the event of non-payment of all invoices outstanding.

7. Access

- a) The Client agrees to afford access to the site for the purpose of carrying out the Works, the subject of the contract, the installation and removal of equipment, general inspection and the carrying out of any remedial work that may be necessary.
- b) The Company would expect the site to be cleared of all furniture, carpets, equipment and personal effects, and reserve the right to charge for the moving of any such items if it is not cleared.
- c) We would not be held liable for any loss, damage or breakages incurred if items of furniture etc. which are required to be moved by the Company whilst the Works are being carried out.

8. Dates

- a) Any dates given for the commencement or completion of the Works are given in good faith, but liability cannot be accepted for any loss, injury, damage or expenses arising directly or indirectly from any delay beyond the Company's control.

9. Payment

- a) Payments shall be made in accordance with the terms of payment stated in the Company's estimates and invoices, and the payment shall not be delayed pending settlement of any claim against us. Accordingly, the client shall not be entitled to any right of set-off against the price of the Works. Noncompliance with our terms of payment shall entitle us to cease further work and/or withdraw the Company's employees or subcontractors forthwith.

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- b) In the event of payment not being received by the due date the Company reserves the right to impose an administration charge of **5% per week of the total figure**, until the debt is discharged in full.
- c) Any extension of the Company's credit terms may be withdrawn at any time.
- d) Title to all goods, materials and plant supplied by the Company or its agents shall remain with the Company until such time as full payment for the Works has been received.
- e) Where the Client has gone into bankruptcy, ceased trading or had a Receiver appointed, any documentation evidencing sale of goods of materials to the Client shall be considered good proof of the Company's title of such assets.
- f) If payment has not been received by the due date of if the Client enters into an arrangement with creditors, ceases trading, goes into bankruptcy or has a receiver appointed, the Company's accredited employees/agents shall be entitled to enter the site and remove all such goods, materials, plant and machinery for which payment is outstanding and any damage to the structure of the building resulting shall be the responsibility of the Client.
- g) The Client shall be responsible for all reasonable costs incurred by the Company taken to recover monies outstanding both before and after judgement.
- h) DEPOSIT: - A deposit to help cover the cost of carriage may be asked for. On cancellation of a contract by the Client, the amount will not be refunded unless so agreed by the Company.

10. Variations

- a) Variations in the Works described in the estimate or specification will only be undertaken upon instruction confirmed in writing by the Client. Oral instruction will not be accepted without confirmation and it should be noted that site personnel have no authority to alter the contract in any way. The price of the additional work will be based upon costs prevailing on the date of instruction.
- b) Any consequential delays on the part of the Client resulting from these variations will incur labour/travelling charges at the expense of the Client.
- c) When the Client authorises work to commence at the site by the Company, he acknowledges that the building structure is capable of supporting the installation of scaffolding or machinery used in connection with the Works and contract.

11. Specification

- a) The Company operates a policy of continuous improvement in its stock products and reserves the right to make changes in the specification of materials should a particular product not be available at the time of the Works.

12. Safety

- a) Both the Client and the Company shall be responsible for ensuring that the provisions of the Health and Safety at Work Act 1974, or any enactment thereto, or any order or regulation made thereunder is complied with.
- b) The Client shall be responsible for the safety of his employees or agents and any other persons entering within the curtilage of the site or premises and shall indemnify the Company, its employees and agents against any loss, damage or injury which may be suffered by the result of an act of default by the Client, its employees or agents or from any other cause whatsoever.

13. Weather Conditions

- a) In the event of adverse weather conditions prevailing it may not always be possible to meet the agreed date for either commencement or completion. Under these circumstances some degree of tolerance on the part of the Client will need to be exercised. The Company will not accept any liability for indirect claims of expenditure incurred as a result of such conditions.
- b) Where water based materials are being used all surfaces should be in a dry condition and free of frost. The wall surface should be sound and the Company are unable to accept liability for the penetration of moisture to the interior of the building following exterior treatment.
- c) If the wall surfaces are in sub-standard condition and the Client insists that the work proceed despite the faults, then any detrimental after effects shall be at the Client's risk.

14. Structure

- a) Should the Company encounter any previously unknown physical defects in the structure or artificial obstructions or conditions which were unforeseen at the time of inspection, prior to submission of the estimate and if, as a result, the Company are of the opinion that additional work will be necessary, then the Company's authorised person will bring the matter to the attention of the Client or his representative and obtain written authorisation before the work continues. The Company will then communicate with the Client indicating the additional costs involved and seek authority for work to proceed.

15. Insurance

- a) All parties concerned shall maintain during the period of the contract and the Works and at their expense, adequate insurance cover in accordance with sound business practice and each and every party shall, upon demand, produce for perusal satisfactory documentary evidence of the existence of such current cover.

16. Termination

- a) In the event of the Client wishing to terminate the contract for whatever reason, he shall give seven (7) clear working days' notice in writing to the Company at its registered office, of his intention to terminate with the full reason for his action. Notice to an employer or agent shall not be deemed acceptable and in breach of this clause and entitle the Company to charge the Client at the full hourly rate for all its employees and agents, associated with the project, plus an adequate sum for Breach of Contract.

17. Limitation of Legislation

- a) All legislation applicable to any transaction undertaken by the Company shall be subject to such legislation and nothing in these conditions shall be construed as a surrender by the Company of any of its rights or immunities or increase any of its responsibilities under such legislation. If any such legislation is inconsistent to any extent, such part shall as regards such business, be overridden to that extent and further.

18. Jurisdiction

- a) These conditions and each and every contract made pursuant thereto shall be governed by and construed in all respects in accordance with the laws of England and Wales.

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