

NigelSladden P+H Services Ltd CONDITIONS OF TRADING

1. PERIOD OF VALIDITY OF TENDER:

This tender is valid for thirty days and is conditional upon the return of Nigel Sladden Heating Services Ltd (herein after called "the Company" within that period, an acceptance Certificate (attached hereto) duly completed.

2. PRICE FLUCTUATIONS:

The tender price is based upon the current costs ruling at the date of the tender for materials and labour. If completion of the work is stated, beyond three months from the date of acceptance by the Customer, then if such delay is due to any act of default by the Customer, his architect or other agent or contractor, or due to circumstances outside the control of the Company or which could not reasonably have been known to the Company at the time of the tender, the Company may increase the tender price in relation to any increase in the cost of materials or labour incurred by the Company as a result of the delay.

3. ADDITIONAL WORK:

Additional work undertaken on instruction from the Customer will be charged for at the prices and rates ruling at the time such work is carried out.

4. OVERTIME:

This tender is based on the work being done during the recognised normal working hours specified in the National Agreement of the Industry. Overtime authorised by the Customer, his architect or other agent, shall be an additional charge and be paid for at the rates ruling at the date the work is carried out.

5. TERMS OF PAYMENT:

50% of the contract price will be required from the Customer when the order is placed. Failure to effect such payment will entitle the Company, if it decides, either to suspend work on the contract until payment is made or to determine the contract by notice in writing and, upon such determination, the Customer shall be liable to pay:-

- (a) the total value of work completed at the date of determination.
- (b) total value of work begun and executed and not completed at the date of determination.
- (c) the cost of materials or goods properly ordered for the works for which the Company shall have paid or are legally bound to pay and
- (d) any direct loss and/or damage caused to the Company by the determination.

The balance of the contract price, together with any extras will be payable on completion of the work.

6. MATERIALS:

The property in unfixed materials shall not pass until all materials have been paid for in full. All materials on the site, fixed or unfixed, are at the sole risk of the Customer and in the event of any of the same being damaged, destroyed or stolen the Company shall be entitled to full payment therefore and also for any work damaged, destroyed or lost, and the cost of replacing any such materials and of reinstating or restoring any such work shall be charged as an extra under Clause 2 provided that the Customer shall not be responsible for any loss occasioned by the negligence of the Company's employees or agents.

7. GUARANTEE:

The Company will repair, or if necessary, replace free of charge to the Customer any materials or work to be defective if the defect is due to faulty manufacture or bad workmanship and is brought to its attention within 12 months of the completion of the work. Any other condition or Warranty whether express or implied by statute or Common Law is executed so far as the law allows provided always that:-

- (a) The Company accepts no responsibility for any drawing design or specification not prepared by it and submission of this tender does not constitute any warranty, guarantee, representative or opinion of the practicability of construction or the efficacy, safety or otherwise of materials to be supplied or work to be executed by the Company in accordance therewith and the cost of any additional work caused by defects in any such drawings, designs, designs or specifications shall be chargeable as an extra under Clause 3 hereof.
- (b) The Company shall not be liable for any consequential loss of damage caused directly or indirectly by any defect or otherwise howsoever caused.
- (c) The Company shall not be liable for any loss or damage direct or indirect nor for any extra work entailed due to the apparatus being put into operation by the Customer as his request before it is handed over for beneficial use.

This guarantee is non-transferable to third parties.

8. DRAWINGS:

Unless expressly stated, drawings submitted with this tender shall not be binding as to detail.

9. THIRD PARTY LIABILITY:

The Company shall not be liable for and the Customer shall indemnify the Company against any claim (other than the negligence of the Company or its employees) by loss or damage to any person or property directly or indirectly occasioned by or arising from the use or operation or possession of the works. This indemnity shall extend to the costs of any legal proceedings.

10. CARPETS AND OTHER LOOSE FITTING FLOOR COVERINGS:

Although our tender is inclusive of lifting and relaying fitted carpets and other loose fitting floor coverings whilst carrying out our works, we cannot accept any responsibility for any subsequent damage caused during this procedure or for specialist refitting of coverings that require to be stretched back into position.

11. ASBESTOS BASED INSULATION, LAGGING ETC:

No provision has been made within our tender for specialist removal of asbestos based materials should they be discovered whilst carrying out our work.

12. COMPLIANCE WITH LAW AND GOVERNMENT REGULATIONS:

Acceptance of this tender constitutes a warranty and representation by the Customer that he has complied with every applicable Statute Order in Council Regulation or Direction Bye-Law other lawful requirements or instruction whether of the Government for any local or other lawful authority and in particular that he has lawfully obtained every necessary licence, permit or authority that may be required in connection with the work.

13. COMPLETION & DELIVERY:

Every effort will be made to complete the works by the time stated. However, the Company accepts no liability for any loss or inconvenience arising from delays due to strikes, lock outs, shortages of materials or other causes beyond the Company's control.

14. TERMINATION OF CONTRACT:

If for any reason, the contract is terminated by the Customer, his architect or other agent or contractor before the work is completed or if the Customer, his architect or other agent or contractor interferes with or causes any unnecessary or unreasonable delay to the completion of the work, in which event the Company shall have the right to determine the contract by notice in writing and upon any such determination, the Customer shall be liable to pay:-

- (a) the total value of work completed at the date of determination.
- (b) the total value of work begun and executed and not completed at the date of determination.
- (c) the cost of materials or goods properly ordered for the works for which the Company shall have paid or are legally bound to pay and
- (d) any direct loss and/or damage caused to the Company by the determinate.

15. GENERAL:

The above conditions shall apply not only to this tender (if accepted) but to all orders subsequently placed with the Company by or on behalf of the same work unless otherwise agreed in writing.