



## GENERAL

1. No order of the Customer placed with the Company in pursuance of a tender or estimate given by the company shall be binding on the Company unless and until it is accepted in writing
2. Any Contract, howsoever made, between Company and the Customer (“the contract”) shall incorporate and be subject to these conditions.
3. The only terms of this Contract shall be as provided by these conditions and by those contained expressly or by reference in the Company’s tender, estimate or acknowledgement of order form, and any statement or representation, written or oral, made or given, prior to the date of the Contract by any representative of the Company is hereby excluded unless incorporated therein. Any additional or limiting terms sought to be imposed by the Customer shall have no effect.

## PRICES

4. Orders can only be accepted subject to the condition that any increase in the cost to the Company due to variations in the rates and conditions of labour and cost of material occurring between the date of tender and completion of the work, or due to the operation of any Act of Parliament, order, regulation or instruction not in force at the date of the tender shall be charged to the Customer as an adjustment to the tender price.
5. Any additional loss or expense occasioned by the variation of the Quality, Quantity or extent of the work, or by instructions issued by the customer or whatsoever nature, are to be reimbursed to the Customer.
6. It is a condition of this Contract that the Customer must provide an adequate and acceptable damp-proof membrane to all floors at ground level or lower ground level. The Company cannot be held responsible for any consequential damage due to failure of the structure or the damp-proof membrane.
7. All floors will be laid square to the main walls and in one colour per material type unless otherwise specified in writing.
8. Bill of Quantity enquiries must be accompanied by detailed finishing drawings provided by the Customer. Where it is not possible to provide such finishing drawings, the Company reserves the right to charge extra for all additional material wastage, labour items including fair joints, good round steel joists, channels, pipes, tubes, cables, conduits and the like. Dishing around gullies outlets, mortices sinking, etc. will also be chargeable.
9. Most vinyl sheet manufacturers recommend latex screeding to be carried out prior to the installation of their material. This is not included in the quotation and should be regarded as an extra if required. Furthermore, it should be noted that the standard of thickness for a latex screed is not to exceed 3mm.

10. The costs incurred by way of abortive journeys to the site caused by reasons beyond the control of the Company shall be charged to the Customer.
11. In the event of there being an allegation of defective workmanship or material, notice in writing must be given forthwith to the Company at their head office.
12. It is the Customer's responsibility to ensure that the building is sufficiently and properly ventilated and heated before, during and after laying floors in order to prevent dampness affecting the works. No responsibility will be accepted by the Company for causes beyond its control.
13. No responsibility will be accepted for loss or delay arising by way of strike, lock-out, fire, storm, flood, tempest or for other circumstances of whatsoever nature, beyond the control of the company.
14. Unless safe lockable storage is provided, the responsibility for all goods delivered to the site shall pass to the Customer at the time of such delivery. Notwithstanding such delivery, the property in, and title to the goods shall not pass to the Customer except as provided by clause 16.
15. The protection of the works is entirely the responsibility of the Customer, and the Company can accept no claims for damage for the works caused by others.

## RETENTION OF TITLE

16. The legal title to any materials appropriated to the Contract shall remain vested in the Company, notwithstanding delivery of the same or the passing of risk therein, until payment for the materials, or work and materials, has been received by the Company in accordance with Clause 17 of these conditions. Failing receipt of such payment the Company may at any time recover the materials from site.

## PAYMENT

17. Payment for goods delivered to site, goods stored off site but exclusively reserved for the works and for work executed at site, shall be upon the basis of the full value of goods supplied and the work executed at the date of each valuation. In the event that payment of an application is not received within 28 days of the date of application for payment by the Company, the Company shall reserve the right to withdraw from the Contract without prejudice to the Company's right to recover payment for goods supplied to the Customer and for the work already completed under the Contract and without incurring any liability for any resultant, direct or indirect, cost or expense.
18. The Company shall use its best endeavours to comply with the agreed written programme for the completion of the works. In the event that the Company is delayed in the completion of the works or any parts thereof by the inability of the Customer, his Contractor or any other sub-Contractor, the Company shall be entitled to be reimbursed the direct loss and expense incurred by him as a result of such delays.
19. No deductions or set-offs shall be made from payments due to the Company unless prior agreement has been made in writing.
20. This Contract shall be deemed to be governed in accordance with Scottish Law unless otherwise stated and agreed in writing. In the event of a dispute arising between the Company and the Customer, such disputes shall be referred to adjudication of a person appointed by the Company and the Customer or in the event of a disagreement on the appointment, it shall be referred to the adjudication of a person appointed by the Academy of Construction Adjudicators.