

TERMS OF BUSINESS – T Coleborn & Son Ltd

1. Except as expressly agreed, T Coleborn & Son Ltd (the Builder) shall provide all labour, materials and equipment necessary for the proper execution of the work. Every care will be taken in the use and fixing of materials or goods (if any) to be supplied by the customer but no responsibility for their suitability or for damage caused to them during fixing is accepted.
2. Sound materials suitable for their respective purposes will be used but are supplied subject to any conditions of sale attached thereto by the manufacturer or supplier. In the event of any materials proving faulty the Builders liability for making good is limited to such amount as may be recovered from the manufacturer or supplier.
3. The words 'prime cost' or 'p.c.' where used in the estimate or specification indicate the net amount proposed to be paid by the Builder to a merchant or manufacturer for the supply and/or fixing of the item concerned together with such cash discount not exceeding 5 per cent as the Builder shall obtain. Should the net amounts in fact payable by the Builder in respect of prime cost or p.c. items together with such cash discounts prove to be higher or lower than the prime cost or p.c. amounts than the difference shall be added to or deducted from the quoted price.
4. The words 'Provisional sum' where used in the estimate or specification indicate the amount included therein to cover a specific item of work and the estimate is subject to adjustment by substituting for the provisional sum, where the item of work is carried out by a sub-contractor, the amount payable to such sub-contractor plus a supervisory charge not exceeding 20 per cent or where the item of work is carried out by the Builder at a price to be agreed therefore or in accordance with the 'Definition of Prime Cost of Daywork carried out under a Building Contract' plus the percentage additions quoted by the Builder.
5. The value of any variations to the work included in the estimate ordered and authorised by the customer, whether by addition, omission or substitution of any work, should wherever practicable be agreed before the variation is carried out. The value of all variations shall be added to or deducted from the price stated in the estimate.
6. Defects which exist at or may appear within twelve months from the completion of the works if proved to arise from workmanship or materials not in accordance with the estimate will be made good by the Builder at his own cost. Notice in writing of such defects must be given to the Builder before the expiry of the period stated.
7. Irrespective of any insurances taken out by the Builder the customer should advise his insurers that building works are being carried out on his property and satisfy himself that he is adequately covered by insurance against loss or damage by fire or other risks arising out of and during the progress of the building operations. Unless otherwise expressly agreed the Builder is not liable for loss or damage by fire to the works materials on site or any property of the customer.
8. The date agreed for practical completion is subject to alteration in the event of delays occurring through inclement weather, strikes or lockouts affecting the Building industry, additions or variations to the works described in the estimate or any causes beyond the Builder's control.
9. Payment shall become due forthwith upon the submission by the Builder of a final account, following the practical completion of the works. Where the period for completion of the works exceeds one month, arrangements shall be made for interim or stage payments. For works of longer duration, interim monthly payments shall be made based on the value of work executed and materials on site. This money is due within 14 days of the date of request or certificate. Any delay in payment of our account or interim payment for any reason whatever will attract an administration charge of 3% per month or part thereof for the full time the amount is outstanding. This does not apply to retention monies agreed by us.
10. The price stated in the estimate is exclusive of value Added Tax. In addition to the total amount payable to the Builder under the foregoing Conditions, the Customer shall be liable to pay the Builder such further amount, if any, as is equal to the VAT properly chargeable by H.M. Customs & Excise on the Builder under the law on VAT in respect of the supply by the Builder to the Customer of the goods and / or services included in the estimate (or in any variation thereof).
11. This estimate is subject to confirmation if not accepted and possession of the site given within two months of the date thereof.
12. Unless otherwise specified, credit has been allowed for any materials necessarily removed to allow the execution of the work.
13. Any dispute or difference arising out of the execution of the work is to be referred upon the application of either party to a person to be nominated by the President of the Institute of Arbitrators. whose decision shall be final and binding on the parties.
14. This quotation is subject to prices ruling at today's date and is subject to fluctuations in the cost of materials and/or labour, also to materials and/or suitable labour being available at the time of acceptance and execution, and no claim for delays due to non-availability, inclement weather or other causes beyond our control can be accepted.
15. The price stated in the estimate is exclusive of any additional costs that may arise after the date of tender due to Brexit, Covid19 and/or Government Restrictions and Regulations. Extensions of Time and any additional costs in relation to these relevant events and matters are to be agreed and treated as variations.
16. CDM Principal Designer in accordance with the Construction (Design & Management) Regulations 2015 to be appointed by the Client if the project is notifiable.