

Terms and Conditions

Terms and Conditions of Calleva Building Services Ltd

1 General

- 1.1 Acceptance of our estimate/quotation includes the acceptance of these Terms and Conditions.
- 1.2 Our estimate/quotation shall not constitute an offer. A binding contract is not entered into until such time as Calleva Building Services Ltd has agreed.
- 1.3 The term "Acceptance of our estimate" means a form of an official order either in writing, completion of the our standard form of acceptance or by making an Application payment.
- 1.4 The term "CES" will mean Calleva Building Services Ltd or any of its subsidiaries.
- 1.5 The term "Client" will mean the Main Contractor or Businesses. The term "Customer" will mean the general public.
- 1.6 The Contract is personal to the parties and no third party may claim under it
- 1.7 We will carry out all works in accordance with the current IEE Regulations
- 1.8 The estimate/quotation constitutes the whole agreement between You and CES and supersedes any other terms and conditions previously published by us, and any other representations or statements made by us to you, whether oral, written or otherwise, are excluded.
- 1.9 A programme of works will need to be issued and agreed for the works period and sequence periods before entering into this Contract. If not works program issued then our program will apply, and will be issued on written request.
- 1.10 We will provide at your request at the start of the contact a priced breakdown against which all valuations are to be valued with the exception of dayworks which will be priced as detailed below.
- 1.11 These terms and conditions may be amended from time to time.

2 Period of Estimate

- 2.1 The estimate will remain open for 30 days, unless previously withdrawn. Thereafter, the estimate/quotation is subject to confirmation or adjustment by ourselves.
- 2.2 The estimate/quotation may require a period from written order to procure materials and set up the labour required. If accelerated works are required CES have the right to accelerated program costs of up to 20% of the contract sum

3 Basis of Estimate

- 3.1 All increase in labour and/or material costs arising after the date of the planned date of completion which incurred through no fault of CES's will be at the Clients/Customers expense unless expressly excluded in writing. A premium of 30% charge will be added to the net cost increase.
- 3.2 The estimate is based on the work being affected during normal working hours 8.00-16.30, Monday to Friday unless specifically mentioned therein. All work carried out outside these hours at the Customers request will be subject to additional costs.
- 3.3 CES have the right to make changes to the work undertaken which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature of quality of the work, and CES shall notify the Client/Customer of any such event.
- 3.4 Dayworks, variations and additional work shall be charged on a time and materials basis, the minimum charge is one hours labour plus materials unless subjected to a separate estimate / quotation accepted by the Client. (Labour at the current ECA daywork rates plus 150%, Materials at Trade costs plus 30% and all other expense at costs, plus 30%),
- 3.5 The laying of cables or conduit runs is by the shortest practicable routes. If cables are to be run on alternative routes, then this must be notified to us in writing before works begin.
- 3.6 Work carried out by other trader, any statutory fee's or charges of Building Control NHBC, Fire Officer or other like bodies and Local Authority has not been included in our estimate/quotation unless specifically detailed. Costs incurred will be payable by the Client/Customer & will be subject to 20% increase.
- 3.7 Whilst reasonable care will be taken, quotations or work carried out by CES does not include incidental redecoration or other works necessary upon the proper execution of the work and the client/customer accepts that accidental damage may occur
Any works carried out by CES in the process of repair of any accidental damage is not to a decoration standard.
- 3.8 All movement and reinstatement of furniture etc necessary to carry the estimate/quote is the responsibility of the Client/Customer, unless otherwise indicated in our estimate/quotation, or request in writing by the Client/Customer prior to commencement.
- 3.9 CES will assist the Client in the performance of their management/co-ordinating tasks; however no responsibility will be accepted for failure to integrate CES activities with any of the other trades.

- 3.10 All fixed materials become the responsibility of the Client/Customer to insure against Theft and Damage.
- 3.11 Any contra charge against CES cannot accept without first being given the opportunity to address any claims. Works executed by others, on CES behalf be supported by a quotation and agreed with, as a written instruction from CES must before commencement and before any claim will be considered by CES All works carried out, without prior written instruction will become the responsibility of the Client/Customer whom instructed such works, CES cannot accept any responsibility for these charges which may later become subject to a counter-claim (see clause 9).
- 3.12 If CES are removed from a project for whatever reason, CES has the right to be paid in full for works up to the point of removal and all materials not paid for must be returned, or may be purchased from CES at premium charge of 30% added to the net cost increase.
- 3.13 The Term "**Builders Work**" means:

Supply or carrying out work free from all charges to CES the following, but not limited to; Lifting of floor boards which are to have a finished surface, all boards are to be screwed back not nailed, trenching / back filling, making and making good of all holes 50mm or greater, to supply Scaffolding / Platforms for all working heights above 2.0 metres, to supplying Labour / Cranes / lifting gear for off loading and positioning of all equipment's / plant for all weights above 100Kg. To be providing Task Lighting and an 110v Power supply for power tools within 20 meters of the task area. If any of the above items are supplied by CES then these are considered to be dayworks and charged accordingly.

4 Terms of Payment

- 4.1 Invoices are due in full, including VAT.
- 4.2 Where works are to be completed within 5 consecutive working days, valued at less than £1,000 (exclusive of VAT) payment falls due within 7 days of the invoice date.
- 4.3 Where works are on-going for more than 5 working days CES reserve the right to raise interim invoices to cover both material and labour costs which will be payable within 7 days of the invoice date, unless prior agreement has been made and agreed in writing.
- 4.4 Where works are on-going over a period exceeding 5 working days due to either Your request to have two or more visits, or other workman restricting our ability to complete, we reserve the right whatever the value to raise interim invoices for material and labour costs.
- 4.5 Where works are due to be completed within 14 days of the start date and valued at more than £1,500, CES may request a deposit payment of 25% to cover towards the costs of materials, with the balance due within 10 days of the invoice date.
- 4.6 All final and interim payments are to be made in full and shall be due on completion of each section, phase or block, these shall be made within stated terms date of the invoice submitted / 7 days of a written application by CES This payment will be for work carried out, materials used and materials stored on site.
- 4.7 Without prejudice the person responsible for the project, or the owner of the Property, or in respect of the Client, the payment terms are 'Paid when due and not when Paid'.
- 4.8 Failure by the Client / Consumer to make payment within the agreed specified term periods, last mentioned shall entitle CES to suspend work, reconvening only upon full payment of outstanding invoice and fifty percent of the remaining value of any works still to complete.
- 4.9 We reserve the right to charge interest on all outstanding balances (as entitled under the Late Payment of Commercial Debts Act) at the rate of 8% plus the Bank of England base rate, daily interest will then be added until all invoiced amounts have been cleared.
- 4.10 The Client/Customer shall add the standard rate Value Added Tax ("VAT") to all Interim and Final payments or on such parts of the payment on which VAT is due. On receipt of said payments, CES shall issue an authorised receipt as referred to in Regulation 8.4 of the VAT General Regulation 1975 (or any subsequent statutory modification or replacement thereof).
- 4.11 All Materials, Goods, Accessories and Fixture and Fittings remain the property of CES until full payment is received (Clause 3.10 applies).
- 4.12 All Variation carried out under verbal site instruction or written instruction, the Client / Customer has 7 day's from the date of the written costings / Invoice issued, to dispute in writing the costs in relating to the variation.
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- 4.14 Any retention taken must not exceeding 5% of the total nett application value, and 50% of the held retention is to be paid at practical completion of each section, Phase or Block, and the remaining held retention is to be paid after the 6 month defects period commencing from the practical completion date of each section, Phase or Block.

Terms and Conditions

Terms and Conditions of Calleva Building Services Ltd

- 4.15 The Client / Customer agrees that all and any retention monies held are to be set aside and placed into trust /client account until retention payments are due.
- 4.16 Our defects liability period is 6 month from the Practical Completion date for each section, Phase or Block.
- 4.17 Without prejudice any reduction without negotiation of the finals account and without agreement may affect our ability to give any warranties / contractual obligations.

5 Your warranties/obligations

- 5.1 You warrant that the property is free from asbestos or any other dangerous waste material to the best of your knowledge. Should such material become apparent during the Works, then Works will cease until such time as the material has been safely removed.
- 5.2 Under these terms you shall provide to CES its employees, agents, consultants and subcontractors, with access to the premises upon which works are to be undertaken as reasonably required by CES
- 5.3 You shall provide to CES details and information upon such materials that are required by you within a reasonable time to allow for supply of such materials.
- 5.4 You warrant that you have applied and obtained all required permissions before the Works are carried out, including planning permission, there are no restrictions on your property due to it being in a conservation area that may affect the Works and you shall indemnify us against any losses arising from your failure to obtain such permission. If CES ask to see those permissions and related drawings you must make those available.
- 5.6 Upon acceptance of the Contract you agree that you are the registered owner of the property and/or if the property is leasehold you have obtained all necessary consents and permissions from the freehold owner.

6 Cancellations

- 6.1 The Client/Customer has, without prejudice, the right to cancel the contract within 7 days of CES receiving verbal or written contract. This must be done in writing and delivered personally or sent by recorded first class post or e-mail to CES Main Office identified on the contact.
- 6.2 An oral agreements is where the trader does not provide a written quotation, estimate and / or where the Client / Customer makes his acceptance orally. Such oral agreements still fall within the remit of these terms and in the case of cancellation clause 6.1 must be followed.
- 6.3 If the Client / Customer has requested works begin within the 7 day cancellation period, and subsequently decide to cancel the agreement, then the Client / Customer will be liable for all costs incurred by CES including materials and labour. In particular, any special order or non-returnable material must be reimbursed and once payment is received GSE will hand title of the material to the Client / Customer.

7 Completion

- 7.1 CES will endeavour to carry out the contract work within the period stipulated or, if no period is stipulated, within a reasonable time, but shall not be held responsible for any loss or damage arising out of delays due to any cause beyond CES's control (clause 3.1 will apply). Full program of the contract works with completion dates of each section, Phase or Block are to be supplied by the Client / Customer for approval and agreement, within 14 days prior to the commencement of any work.
- 7.2 If CES's performance of any of its obligations under the contract is prevented or delayed by any act or omission by the Client/Customer CES reserve the right to suspend work until such obligations have been fulfilled and CES shall not be liable for costs or losses sustained or incurred due to the Client/Customers act or omission. The Client/Customer shall reimburse CES on written demand any costs or losses incurred.
- 7.3 A "Force Majeure Event" means: an event beyond the reasonable control of CES including but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or government order, rule regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of supplies or subcontractors.
- 7.4 CES shall not be liable to the Client/Customer as a result of any delay or failure to perform its obligations under the contract as a result of a Force Majeure Event.
- 7.5 If the Force Majeure Event prevents CES from providing or completing the works for more than four weeks, then CES shall have the right (without limiting its other rights and remedies) to terminate the contract immediately by giving written notice to the Client/Customer.

8 Consequential Loss or Damage

- 8.1 Without prejudice to the Client's/Customer Statutory rights, the CES will pass to the Client/Customer the benefit of any guaranties that CES has received with in the defects period in respect of materials supplied by the CES and undertakes to repair

or, if necessary, replace free of charge any materials (excluding lamps), or work found to be defective, if the defect is due to faulty workmanship by CES his servants or agents, if brought to his attention in writing within twelve months defect period from the practical completion, provided nevertheless that:

Without prejudice CES cannot be held responsible for any losses due to the failure of any portable appliance/equipment etc. used on our installations that have not been tested and certificated for their use.

- 8.2 CES will take reasonable skill and care for any design work that is undertaken but accepts no responsibility for any drawing, design or specification not prepared by CES
- 8.3 CES responsibility to the Client / Customer is limited to the fulfilment of the contract in a proper and workman-like manner and shall not be liable for any consequential loss or damage arising out of the execution of the Contract, unless due to the negligence of the CES his servants, or agents.
- 8.4 CES shall not be liable for any wear and tear, loss or damage, direct or indirect, nor for any extra work entailed due to the apparatus being put into operation by the Client / Customer or by the CES his servants, or agents at the Client's / Customers request before it is handed-over for beneficial use,
- 8.5 The repair or replacement of any faulty work or materials shall only be carried out by the CES his servants, or agents; otherwise the CES warranties as to repair or replacement shall not apply
- 8.6 Liquidated and Ascertained damages or other damages up to a maximum of 2.5% of the Estimate sum.
- 8.7 CES will take reasonable care but accepts no liability for damage to furniture or other fixtures and fittings which have to be moved by CES his servants, or agents in order to carry out the Contract Works, due to the client failing to removing all furniture or other fixtures and fittings as agreed. Without prejudice to this CES will maintain adequate Public Liability Insurance cover for at least the duration of the contract.

9 Insurance's

- 9.1 CES's Estimate/quote is based on the Standard minimum Insurance cover required by Law and does not reflect and cost relating to Professional Indemnity cover. If this cover is additional cost will apply to our estimate and Cover will only be taken out for a maximum of TWO YEARS and for 50% of the contract value for each project.
- Employers Liability- £10 million Public Liability- £5 million Product Liability - £5 million of any one event.

- 10 These Condition of Trading shall be subject to and interpreted in accordance with English Law.

- 11 Without prejudice these conditions can be change by CES without prior notice. Those conditions relevant to the works are printed on the reverse of the estimate / quotation. If in doubt, the most current conditions will apply.

12 Use of personal information

The personal information that you provide CES may be used to:

- Undertake the Works
- Provide you with the services you require.
- Offer other services and products from time to time. You can opt-out of marketing at any time by contacting us.
- Create statistics and marketing products.
- Provide details of the installation to local authorities and other bodies to meet all buildings regulations.