

**Standard Terms and Conditions of trade for Labour/ Plant/ Material contracts**

1. We undertake to liaise with local authorities and utilities in order to execute the contract. The Client agrees to take responsibility for local authority and utility consents where necessary.
2. We undertake to implement a solution to the customer's specification. The Client agrees to ensure that up to date information and drawings are available to the delivery teams. We accept no responsibility for the design of the works.
3. The protection of existing adjacent surfaces such as block paving, concrete, drainage channels is the responsibility of the client/main contractor.
4. Our prices are subject to VAT unless exemption is applied. Proof of exemption/ reduction is required for new build and renovations.
5. Unless otherwise stated in our quote/estimate our rates apply to normal working hours Monday to Friday.
6. Our prices include the liaison with Local authorities, Utilities and Third-Party Agents, provision of temporary signage and barriers.
7. Any investigation work or trial holes to be carried out on a daywork basis.
8. Health, welfare and secure storage by client. We would expect site security if deemed necessary. Site perimeter fencing is the responsibility of the client unless by arrangement.
9. Temporary access roads, hardstanding etc by client, unless otherwise stated. Setting out, line & level by client or their appointed engineer/ representative, unless otherwise stated. All traffic management by client. Point for disposal of surface water provided by client. Temporary power and water by client at no cost to ourselves. Off-site road cleaning by client, unless otherwise stated.
10. Work will be subject to measurement unless a fixed price quotation has been offered. We reserve the right to revise our rates in the event of any substantial alteration to our quantities.
11. If additional site visits are required we reserve the right to recover additional costs in full including all plant, labour, transport, material and overhead costs.
12. No allowance has been made for retentions or discounts unless specifically stated.
13. Excluded are abnormal ground conditions:
  - a. Hard material (unless there is a quoted item).
  - b. Underground services live or redundant.
  - c. Unstable ground.
  - d. Running silt or sand.
  - e. Excessive groundwater.
14. Where rates include for earthwork support we have only allowed for normal support that can be inserted after excavation has been carried out.
15. Payment will be monthly in arrears by invoice with a 30-day payment limit as agreed by prior arrangement. In the event of non-payment, we reserve the right to recover our supplied materials and goods. Company Directors are personally responsible for payment of goods.
16. Our price is based on a single continuous phase/project without additional transport costs for return visits. Additional visits at £250.00 per visit.
17. Drains will be tested on laying and signed off at that point. Testing of large diameter pipes (>200mm) unless by arrangement subject to further discussion.
18. We will not be responsible for excessive material wastage in poor weather/ ground conditions i.e. unstable sides to excavation.
19. Hired goods risk passes to the Hirer upon delivery. The client is responsible for maintenance, fuel, security against damage or theft. Our quoted charges are made irrespective of usage.
20. A Standing Time charge may be invoked in the event of excessive delays outside of our control.
21. Contracts with Supplied Materials are subject to a Deposit of 10% payable on receipt of order up to £5,000. Contracts above £5,000 are invoiced every 2 weeks with stage payments upon return.