



QUADRABUILD

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Standard Terms and Conditions

1. General

- 1.1 These terms and conditions are applicable to all quotations, contracts and work ("Work") undertaken by QuadraBuild Ltd (formerly Stati-CAL Ltd) ("the Company") for any customer or potential customer ("the Employer"), unless variations are specifically agreed in writing.
- 1.2 Headings are included for convenience only and shall not be deemed to alter the meaning of any clauses.
- 1.3 Any quotation marked as an 'estimate' or 'budget' quotation is intended to give a guide as to the cost but will not be binding on the Company.
- 1.4 Any formal quotations provided by the Company to any Employer are given on the understanding that they remain binding on the Company for a period of 1 week from the date of issue, unless stated otherwise.
- 1.5 Any genuine errors or omissions in a quotation may be corrected at any time by the Company.

2. Dates, Times and Durations

- 2.1 Once a date for the work to commence has been agreed, the Employer will undertake to complete any preparatory works required by the Company, in accordance with its quotation or specification of works.
- 2.2 Any loss resulting from the Employer's failure to complete the preparatory works prior to the Company's commencement will be charged to the Employer.
- 2.3 The works may proceed without hindrance during the Company's normal working hours, Monday – Friday 08.00hrs – 17.00hrs, or, by arrangement with the Employer, outside these hours.
- 2.4 During the course of the proposed works, access to the site, including the interior of any property (when appropriate) will be required at all times.
- 2.5 Any proposed timescales are provided for guidance only and will not be binding on the Company. Failure to meet any deadline imposed by the Employer will not be deemed a breach of contract unless it is agreed in writing that 'time is of the essence' and no damages, charges or deductions will be accepted for late completion.
- 2.6 With agreement from the Company in writing, the Employer may postpone an agreed start date and arrange an alternative without incurring additional costs.
- 2.7 In the event of a cancellation following confirmation of an order, the Company reserves the right to recover any losses incurred in producing the quotation, cost of plant, materials and loss of profit. Any deposit already paid will not be refunded.
- 2.8 In the event of the Company arriving on site and work not being ready, an abortive visit charge of not less than £1000 + VAT + any costs will be made.

3. Inclusions and Exclusions

- 3.1 For the avoidance of doubt, only items specifically detailed and agreed in writing are included within the quoted price. Any additional work required will be subject to additional charge.
- 3.2 Where the quotation or Work involves piling or other foundation work, unless specifically detailed, we have not included for supplying or installing any reinforcing, heave protection or concrete and have not included for any excavation.
- 3.3 Unless specifically included within the quotation, the Company will not carry out any design, engineering or calculation work. Where this is required, it must be agreed in writing between the Employer and the Company.
- 3.4 Unless specifically included within the quotation, the Company will not carry out any works to plasterwork, rendering, pointing/repointing, plinths, floors, paving, steps, paths, driveways, roadways, gardens, lawns or replace any plants, shrubs or turf or any form of decoration where disturbed or damaged as a result of carrying out the works or access to the Work or otherwise, unless specified, included within the quotation and accepted by the Employer as part of the Work, or subsequently agreed in writing as a variation.
- 3.5 Where the Work includes pile installation we will need pile positions and heights to be set out on site before our commencement. Where we agree to carry out the setting out, it is the responsibility of the Employer to check this before we begin piling and raise any concerns at this stage.
- 3.6 Where we install piles, we will aim to install to finished positions within 50mm of those marked out and within 20mm of height however, we cannot guarantee pile positions as these can be dictated but unforeseen ground conditions. If more accurate positioning is required, the Employer must inform the Company prior to acceptance of the quotation.
- 3.7 Unless expressly stated in the quotation, no allowance is made for the removal and/or protection of any fixtures, fittings, furnishings and floor coverings etc. within the area of the proposed works. These items are the responsibility of the Employer and no liability will be accepted by the company for damage occurring thereto unless as a result of negligence.
- 3.8 Unless specifically included within the quotation, the company will not carry out Traffic Management works including obtaining road closures, permits or licenses. The Employer will be required to arrange such accommodation prior to the Company starting the Work on Site.
- 3.9 While every precaution is taken when marking and drilling into internal walls from the exterior, instances do arise when the internal walls are not aligned with the main structure. No responsibility can, therefore be taken for any damage to internal decoration. There will also be a certain amount of vibration arising when piling, drilling and wall chasing takes place. Residents should be alerted to this and instructed to remove all fixtures, personal belongings and any other items of value from these areas. The Company will not accept liability for any damage caused in connection with the Work.
- 3.10 The QuadraPile system is particularly suited to use in clay soil but can equally be used in most soil types. Where installation proves impossible or impractical (such as if solid rock is encountered), we reserve the right to abort installation and charge for costs incurred up to that point.
- 3.11 All quantities, measures, sizes, lengths volumes and the like are indicative only and subject to material, and manufacturing tolerances.
- 3.12 Where quantities are given the rates should be considered to apply to the whole or part. For example, '1m' should be read as '1m or part thereof'.
- 3.13 The Company reserves the right to alter their specification(s) as site conditions may dictate. Any further work may then be subject to an additional cost.



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QuadraBuild Ltd (formerly Stati-CAL Ltd) - Registered in England 05565876 - VAT No. GB 902 1902 65
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- 3.14 It is agreed that the structural condition of any property and the disposition of loads will not have significantly altered between the date of survey and the time the Work is carried out. The forces acting within the existing structure and/or the Company's work are those used when preparing the design.
- 3.15 Any remedial measures proposed, which do not involve foundation work, rely on the proviso that the foundations of the structure are capable of adequately transferring the applied loads to the supporting stratum. Any suggested remedial measures are based on the assumption that the foundations are not moving. In the remedial repair methods used, there is some resilience to small cyclic movements and it is likely that the design will restrain the building for some time. If large-scale slippage/differential movement occurs in the future, it is likely that major remedial work to the foundations will be required.
- 3.16 Prior to the commencement of the Work, all notices or negotiations with adjoining property owners, statutory authorities or third parties will have been served by the Employer or their agents. All fees and costs of disbursements are the responsibility of the Employer unless specifically specified as included in the quotation.
4. Access and Site Requirements
- 4.1 Due to the type of tooling and equipment used in our work and the access required, it is imperative that when scaffolding is provided, it be erected to our requirements and to meet Health and Safety standards including 'Scaff-Tag' or similar marking.
- 4.2 In preparing our pricing we assume that there will be clear parking for a minimum of two vans and a towed compressor on the site at the location of the work and at no cost to us. Where this is not possible, it is the responsibility of the Employer to notify the Company before acceptance of a quotation so that alternative arrangements can be made and costs agreed if applicable.
- 4.3 Though the amount of waste arising from the Work is usually relatively small, unless agreed otherwise, the Employer is to provide access to a skip, suitable for mixed builder's waste. If such a skip is not available, additional charges will be made to remove and dispose of our debris, according to local authority regulations, providing a skip, if required, to include tax, license, covers and lights where appropriate. Should a skip not be necessary, a nominal charge will nevertheless be made for the disposal of waste to include landfill tax.
- 4.4 Where our work involves excavation or driving of piles (or the like) into the ground, we have assumed that all underground services will be exposed or clearly marked prior to our commencement. We accept no liability for damage to underground services where these have not been clearly marked or exposed.
- 4.5 The Company will require access to a 13A, 230V electricity supply and pressure fed water supply. If this is not possible, the Employer must make this clear so alternative arrangements can be made and costed accordingly.
- 4.6 The Company will expect access to suitable sanitary facilities, including a toilet and washing facilities compliant with CDM regulations, for the use of site operatives. If this is not possible, the Employer must make this clear so alternative arrangements can be made and costed accordingly.
- 4.7 The Company's Representatives and Operatives will present themselves for any Health & Safety Inductions required by the Employer but notification of the Employer's site rules will be required prior to commencement of work on site and any inductions will be proportionate to the Work to be undertaken and will be provided at no cost to the Company.
5. Invoices, Payment Terms, Retention and Payments of Accounts
- 5.1 All invoices are payable on the date of invoice, unless agreed otherwise.
- 5.2 Normal payment terms, which apply unless agreed otherwise, require payment of 20% of the anticipated cost with the order, a pre-commencement deposit of 70% and payment of the final 10% plus any additions or variations within 14 days of completion.
- 5.3 Interest shall be payable by the Employer on all payments made after the due date at the rate of 5% per month or part thereof.
- 5.4 Any costs incurred in securing late payment will be added to the total sum due before final settlement is complete.
- 5.5 Retention will not be deducted by the Employer unless specifically agreed in writing before acceptance of the quotation. Where a Retention is held (by agreement), guarantees/warranties (where applicable) will only be issued on receipt of all outstanding payments.
6. Ownership
- 6.1 Unless the Company agrees otherwise in writing, ownership of any goods supplied shall not pass to the Employer until the Company has received from the Employer payment for the Goods in full and all other sums which are due to the Company from the Employer.
- 6.2 Until ownership has passed in accordance with the above clause, the Employer shall: (i) hold the goods on a fiduciary basis as the Company's bailee; and (ii) store the goods (at no cost to the Company) separately from all other goods of the Employer or any third party in such a way that they remain readily identifiable as the Company's property; and (iii) not destroy, deface or obscure any identifying mark, serial number or packaging on or relating to the goods; and (iv) maintain the goods in satisfactory condition, keep them insured on the Company's behalf for their full cost against all risks and provide the Company with a copy of the insurance policy on request; and (v) deliver up the goods to the Company on demand.
- 6.3 The Customer may only resell the goods before ownership has passed if such sale is made in the ordinary course of the Employer's business at full market value and is a sale of the Company's property on the Employer's own behalf dealing as principal.
- 6.4 The Employer's right to possession of the goods shall terminate immediately if the Employer: (i) becomes insolvent; or (ii) suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it; or (iii) fails to observe or perform any of its obligations under the contract or any other contract it has with the Company; or (iv) encumbers or in any way charges any of the goods.
- 6.5 The Company may recover payment for the goods notwithstanding the fact that ownership of any of the goods has not passed from the Company to the Employer.
- 6.6 The Employer grants, and in the case of third parties shall procure, the Company and its agents and employees an irrevocable licence at any time to access and enter any premises where the goods are or may be stored to inspect, repossess and remove them.
- 6.7 Where the Company is unable to determine whether any goods are the goods in respect of which the Employer right to possession has terminated, the Employer shall be deemed to have sold all goods of the kind sold by the Company to the Employer in the order in which they were invoiced to the Employer.
- 6.8 Should the Company repossess any goods or the Employer delivers up any goods, the contract in respect of those particular goods is rescinded. On termination of the contract, howsoever caused, the Company's rights contained in this clause shall remain in effect.

