

**TERMS AND CONDITIONS OF TRADING**

"The Company" means the Coulson Building Group Company shown overleaf, please see our website ([www.coulson.co.uk](http://www.coulson.co.uk)) for Important Business Information

The Company's trading is either based on quotations for planned work or time spent and materials used (also known as daywork) for responsive work.

**1. SCOPE**

Except as expressly agreed, the Company shall provide all labour, materials and equipment necessary for the proper execution of the work. If the Company is working to a specification provided by the Customer it is assumed that the specification is fit for purpose.

**2. PRICE****a) Quoted Work**

Unless described as "Budget" or "Approximate", the price stated is a fixed price quotation for the works as specified and as these terms and conditions. Please note terms & conditions 6 – 9 below which can affect the final price charged. "Budget" or "Approximate" prices will be firmed up where possible following the issue of a provisional order by the customer and agreement of the full specification and extent of the work. If a "Budget" or "Approximate" price is not firmed up before work proceeds the final price will be calculated in accordance with term & condition 9 below and that price will be at the customer's risk.

**b) Daywork****i) Responsive / Unplanned / Emergencies**

Work will be charged on a time spent and materials used basis. Details of current rates are available from the company's Office.

**ii) A minimum call-out charge will be made which will include initial travel to and from site.**

If 2 (or more) trades are required, a callout charge will be made for each one.

If 2 (or more) operatives of the same trade are required the hourly rate will apply to each operative's time.

**iii) Time charged will include any off-site time spent collecting materials and the like and time spent travelling for any subsequent visits after the first.****iv) Materials, plant and sub-contractors will have an addition for overheads and profit of 20% on cost****3. MATERIALS**

a) Sound materials suitable for their respective purpose will be used, but are supplied subject to any conditions of sale attached thereto by the manufacturer or supplier. In the event of any material proving faulty the Company's liability for making good is limited to such amount as may be recovered from the manufacturer or supplier.

b) Some building materials (e.g. timber, clay bricks etc.) are natural materials and will contain variation in colour, texture, grain and size. Some are also liable to some limited movement in service as a result of any absorption of moisture.

c) 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.

**4. CREDIT FOR REMOVED MATERIALS**

Unless otherwise specified, credit has been allowed for any materials necessarily removed to allow for execution of the work, these materials will be disposed of.

**5. FACILITIES PROVIDED BY CUSTOMER**

a) Unless agreed otherwise it is presumed that a 240-volt electrical supply, water supply, toilet facilities and parking and/or storage space for materials will be available for the work, at no charge to the Company.

b) Unless specified otherwise, it is the customer's responsibility to ensure furniture and effects in the working area are removed or adequately protected before work commences.

c) We will clear site of all rubbish, surplus materials and equipment and carry out a "Builders clean" at the end of the job. The final clean will be the customer's responsibility.

**6. UNFORESEEN WORKS**

Unless specifically mentioned, no provision is made for the repair, renewal or modification to elements or parts of the building that are not visible or cannot be readily examined or assessed prior to commencement of the work.

**7. PRIME COSTS / P.C. SUMS**

The words 'Prime Cost' or 'P.C.' where used in a quotation or specification indicate the nett amount proposed to be paid by the Company to a merchant or manufacturer for the supply/and or fixing of the item covered together with such discount not exceeding 5 percent as the company shall obtain. Should the nett amounts in fact payable by the Company in respect of the '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 then the difference shall be added or deducted from the quoted price.

**8. PROVISIONAL SUMS**

The words 'Provisional Sum' where used in a quotation or specification indicate the amount included therein to cover a specific item of work, and the quotation is subject to adjustment by substituting for the 'Provisional Sum' an amount calculated as described for additional works in Clause 9 below.

**9. VALUING VARIATIONS AND EXTRAS**

The value of any variations to the work, ordered and authorised by the customer, whether by addition, omission or substitution for any work, should wherever practicable be agreed before the variation is carried out. If the value of a variation cannot be agreed before commencement, additional work will be valued by using the company's standard "all in daywork rates", prevailing at the time the work is carried out for labour, and by the addition for overheads and profit of 20% on the cost of Materials and Plant and 20% on the cost of Sub-Contractors providing both labour and materials, unless other rates have been prior agreed.

**10a. GUARANTEE**

Defects which exist at or may appear within 12 months from the completion of the work if proved to arise from workmanship or materials not in accordance with the quotation will be made good by the Company at its own cost. Shrinkage cracking following drying out is not considered to be a defect under this term & condition. Notice in writing of such defects must be given to the Company before the expiry of the period stated. In addition, the customer will enjoy the rights and benefits of any manufacturers' guarantees on materials supplied that exceed the foregoing. The Guarantee will only take effect if all payments for the work have been made by the customer, to the Company, by the due date(s).

**10b. COMPLAINTS**

Where we cannot resolve any complaints using our own complaints procedure, as a Which? Trusted Trader we use Dispute Resolution Ombudsman for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complain to them, please contact 0333 241 3209 or via their website <http://disputeresolutionombudsman.org/which-trusted-traders-partnership/>

**11. INSURANCE**

Irrespective of any insurance taken out by the Company 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.

12. **PROGRAMME COMPLETION DATE**

- a) Unless otherwise stated, quoted prices are based upon the assumption that all the work described will be carried out as a single package and the work will not be broken up into phases.
- b) Any date agreed for completion is subject to alteration in the event of delays occurring through inclement weather, unavailable materials or Specialist Sub-contractors, strikes or lockouts affecting the Building Trade, additions or variations to the work described in the quotation or any causes beyond the Company's control.

13. **STATUTORY APPROVALS**

Unless otherwise specified no allowance has been made for obtaining Planning, Building Regulation, Party wall or Local Authority approval.

14. **ACCEPTANCE PERIOD**

A quotation is subject to confirmation if not accepted and possession of the site given within two months from the date of the quotation.

15. **CUSTOMER'S ACCEPTANCE, AUTHORITY AND FINANCIAL REFERENCE**

- a) Acceptance of a quotation and any instruction in writing (e-mail acceptable) to the Company shall deem the Customer responsible for payment. The same applies for Acceptance of a daywork job by a customer which can be by whatever means is mutually acceptable to the customer and company be it a phone call, e-mail, letter, purchase order or other. The aforementioned instructions from the Customer will also be deemed as necessary Authority to work on the said property.
- b) If the Customer's acceptance document contains terms or conditions additional to or at variance with these conditions, every such additional or varying term or condition shall have no effect, unless specifically agreed by the Company, in writing, prior to commencement to the work.
- c) A satisfactory financial reference may be required before work can commence.

16. **PAYMENT**

- a) Payment shall be due within 14 days from the date of:
  - i) Interim invoices made during the progress of the work at not less than monthly intervals to the extent of the value of the work done and any materials supplied.
  - ii) A final or only invoice.
- b) Should the customer fail to pay by the due date the Company may, at its discretion, without prejudice and without notice suspend work and charge interest from the date due on monies outstanding on a per diem basis at the Bank of England base rate plus 8% per annum. The Company will hold Retention of Title until the work is paid for in full.
- c) When the Company is working as a Sub-Contractor (nominated or domestic) the Main Contractor employing us shall not have as a pretext for failing to pay us in due time that he has not been paid by those employing him (commonly called "pay-when-paid"), unless expressly agreed in writing by a Director of this Company. Any requirement to agree to such a method and time of payment shall be communicated in writing to the Company at the time of requesting a quotation or tender.

17. **VALUE ADDED TAX**

Value Added Tax is quoted in accordance with the Company's interpretation of the regulations and at the rate which applies at the date of this quotation. The tax actually charged will be in accordance with the requirements of H.M. Revenue & Customs and at the rate applied at the time the work is carried out. Please note VAT will also be charged in accordance with this term & condition, in addition to any charges made under Terms & Conditions 7, 8 and 9 above.

18. **HEALTH AND SAFETY**

- a) Under the Construction (Design & Management) Regulations 2015 the Client may need to appoint a Principal Designer and a Principal Contractor, please ask for more details if needed.
- b) Unless otherwise described, should Asbestos or Asbestos based products or other hazardous materials be found on the site the cost of complying with the regulations for removal and disposal and the consequences of any delays will be additional to the price.