

OUR TERMS & CONDITIONS

TIMBAFIX STANDARD TERMS AND CONDITIONS FOR SUPPLY OF MATERIALS AND SERVICES

1. DEFINITIONS

In this document the following words shall have the following meanings:

1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Specification Document;

1.2 "Customer" means the organisation or person who purchases materials and services from the Supplier;

"Specification Document" means a statement of work, quotation or other similar document describing the materials and services to be provided by the Supplier:

1.3 "Supplier" means Dean Allen trading as Timbafix of 29 Henry Road, Southampton, Hampshire, SO15 3HB.

1.4 "Provisional Sum" means where the precise details of a part of the works is not finalised. For example when part of the site is hidden (perhaps underground or within the fabric of a building) and cannot be fully investigated prior to commencing the works. Or either work whose content is undefined. In either case, the parties will not attempt to price it accurately when they enter into this contract. Instead, the provisional sum is included within the contract price as an approximate guess. The contract (quote) provides expressly how it is to be dealt with. Within this term it is agreed that, as the works proceed, the provisional sums will be replaced with valuations of the actual work done. In this way the final cost may, decrease as well increase

2. GENERAL

2.1 These Terms and Conditions shall apply to all contracts for the supply of materials and services by the Supplier to the Customer.

2.2 Before the commencement of the services the Supplier shall submit to the Customer a Specification Document which shall specify the materials and services to be supplied and the price payable. All Specification Documents and quotations shall be subject to these Terms and Conditions.

2.3 The Supplier shall use all reasonable endeavours to complete the services within estimated time frames but time shall not be of the essence in the performance of any services.

3. QUOTATION

3.1 Any written or verbal quotations made by the Supplier constitutes an invitation to the Customer to make an offer on the terms set out and is subject to alteration or withdrawal by the Supplier without notice.

3.2 Quotations are valid for 30 days only from the date of quotation unless otherwise agreed in writing.

3.3 The Supplier shall be entitled to add to the contract price any statutory charge, import, tariff or other similar tax which is chargeable in respect of materials on the day of supply.

3.4 Any quotation containing reference to a provisional sum in respect of any materials or services to be supplied is subject to variation if the materials or labour differ from the provisional sum allowed.

4. PRICE AND PAYMENT

4.1 The price for the supply of materials and services are as set out in the Specification Document. The Supplier shall charge the Customer in accordance with any payment plan referred to in the specification document.

4.2 Billed amounts shall be due and payable on completion of the work set out in the specification document. The Supplier will collect payment via card machine on the date of completing the work. If payment is withheld the Supplier shall be entitled to charge interest on overdue amounts from the date when payment becomes due from

day to day until the date of payment at a rate of 8% per annum above the base rate of the Bank of England.

4.3 Deposit payments are taken via debit/credit card payment, When a quotation price exceeds £1000.00 a 50% deposit is required and taken on the day of arrival before work commences. The remaining balance is taken on the day of completion as set out within clause 4.1

4.4 The price is including VAT at the standard rate.

5. SPECIFICATION OF THE MATERIALS

All materials shall be required only to conform to the specification in the Specification Document. For the avoidance of doubt no description, specification or illustration contained in any product pamphlet or other sales or marketing literature supplied either by the Customer or the Supplier and no representation written or oral, correspondence or statement shall form part of the contract.

6. COMPLETION

6.1 The date of delivery specified by the Supplier is an estimate only. In the absence of negligence the Supplier shall not be liable for any loss, costs damages, charges or expenses caused directly or indirectly by any delay in the completion of the services or the delivery of any of the materials.

6.2 All risk in the materials shall pass to the Customer upon delivery.

7. TITLE

Title in the Materials shall not pass to the Customer until the Supplier has been paid in full for the Materials.

8. CUSTOMER OBLIGATIONS

To enable the Supplier to perform its obligations under this Agreement the Customer shall:

8.1.1 Co-operate with the Supplier

8.1.2 provide the Supplier with any information reasonably required by the Supplier;

8.1.3 obtain all necessary permissions and consents which may be required before the commencement of the services.

8.1.4 ensure that the Supplier has full access to the property at which the services are to be provided;

8.1.5 ensure that electricity, water and toilet facilities are available during the period of the contract at the property at which the services are to be supplied;

8.1.6 ensure that no personal items or other possessions of the Customer remain in the vicinity of the services and materials to be undertaken and supplied under this Agreement; and

8.1.7 comply with such other requirements as may be set out in the Specification Document or otherwise agreed between parties.

8.2 The Customer shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Customer's failure to comply with Clause 8.1.

8.3 In the event that the customer or any third party, not being a sub-contractor of the Supplier shall omit or commit anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under this Agreement, then the Supplier shall notify the Customer as soon as possible and:

8.4.1 the Supplier shall have no liability in respect of any delay to completion of any project; and

8.4.2 if applicable, the timetable for the project will be modified accordingly; and

8.4.3 the Supplier shall notify the Customer in writing at the same time if it intends to make any claim to additional costs.

9. ALTERATIONS TO THE SPECIFICATION DOCUMENT

9.1 The parties may at any time mutually agree upon and execute new Specification Documents. Any alterations to the extent of materials and/or service to be provided under this Agreement shall be set out in the Specification Document, which shall reflect the changed materials and/or services and price and any other terms agreed between the parties.

9.2 The Customer may at any time request alterations to the Specification Document. On receipt of the request for

alterations the Supplier shall, within 5 working days advise the Customer of the effect of such alterations, if any, on the price and any other terms already agreed between the parties.

9.3 Where the Supplier gives written notice to the Customer agreeing to perform any alterations on terms different to those already agreed between parties, the Customer shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Supplier in writing whether or not it wishes the alterations to proceed.

9.4 Where the Supplier gives written notice to the Customer agreeing to perform alterations on terms different to those already agreed between the parties, and the Customer confirms in writing that it wishes the alterations to proceed on those terms, the Specification Document shall be amended to reflect such alternation and thereafter the Supplier shall perform this Agreement upon the basis of such amended terms.

10. WARRANTY

10.1 The Supplier warrants that the services performed under this Agreement shall be performed using reasonable skill and care, and of a quality confirming to generally accepted industry standards and practices.

11. TERMINATION

Either party may terminate this Agreement forthwith by notice in writing to the other if:

11.1 The other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so.

11.2 The other party commits a material breach of this Agreement which cannot be remedied under any circumstances;

12. INDEPENDENT CONTRACTORS

The Supplier and the Customer are independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Customer and such engagements shall not relieve the Supplier of its obligations under this Agreement or any applicable Specification Document.

13. NO THIRD PARTIES

This Agreement shall not create any rights which are enforceable by anyone other than the parties to it.