

Terms & Conditions of Business

Contract Formation

Any quotation (the "Order") is an offer. It is accepted when the Purchaser commences its execution whereupon a contract upon these terms is formed with Shire. If the Purchaser wishes to depart from or modify the terms of the Contract then notice in writing specifically relating to the Order, shall be sent by recorded delivery to the registered office of Shire prior to commencement of its execution. We reserve the right to discuss these with you if our offer proves of interest, prior to our acceptance of an order. The "postal rule of acceptance" shall not apply.

Pricing

- All prices quoted are exclusive of VAT.
- Any main contractor discount must be added on to our price.
- All retentions must be added to the price.

Cancellation & delays

For Structural Repair work on site, in the event of cancellation, a minimum of 10 days notice must be given otherwise the full Shire daily rate will be payable. Constant access is required between 08:00 and 18:00 or as otherwise agreed and delays will be charged at £1000.00 plus VAT per day or part thereof. Delays caused by unforeseen subsurface structures and soil conditions will be charged at a daily standing rate of £1000.00 plus VAT per rig.

For design work, in the event of cancellation, an invoice will be raised for work conducted to point of cancellation.

Payment Terms

- Settlement of our interim and final invoices is due 3 days on or before the payment date stated on the invoice, after which, we will be entitled to charge interest at a rate of 4% over the Bank Lending Rate of Lloyds Bank for the relevant period. We shall be entitled to recover from you any expenditure reasonably incurred in recovering monies due under this contract including, but not limited to, any legal cost
- Should any of our invoices be subject to query, such as objections or queries must be notified to us in writing at our offices within 9 working days of the issue date of the application or invoice in question and the amount due under that invoice will become a debt payable to us.
- If there are any queries on any part of an invoice the client will pay the undisputed part of the sum owing on the due date and the remainder upon resolution of the query.
- If payment is not made within the terms of this contract, we reserve the right to clear the site of all plant and equipment having ensured that the works are safe. All costs arising from such action and subsequent return shall be in accordance with our day working charges.
- Unless stated otherwise, all our prices are subject to the addition of VAT exclusive of any discounts and make no allowance for retentions, liquidated damages, other conditions of contract, payment for any building regulation plan or inspection fees or any other statutory charges, party wall notices or other notices.
- The Client shall not be entitled to deduct or set off any monies against payments due to Shire without our prior agreement in writing.
- A 50% deposit is payable in advance of the start date and the balance within 7 days on completion of Shire works. A charge of 4% will be applicable if the balance is not received by the due date.



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Structural Repairs / Site Work:

- Noise and vibration will be kept to a reasonable level compatible with normal piling operations using our standard equipment. Should our works be held up, delayed, terminated completely or alternative/additional plant be required then we shall be reimbursed for all reasonable costs as a variation under the terms of our offer.
- If in the event we encounter unforeseen conditions or conditions contrary to those expressly allowed for within our offer documents including contaminants, dangerous materials and potentially dangerous materials such as asbestos, then it is a condition of this offer that we may suspend works and submit revised proposals, the details and prices of which, including the costs of standing, are to be agreed in the writing together with an appropriate extension to the agreed contract programme (if any) before work re-commences.
- If in the event that such revised proposals may be terminated by either party upon 7 days written notice. If the Contract is terminated under this clause, each party's rights against the other existing immediately before termination, shall survive termination. We shall be responsible for making the site safe at our day work rates.
- It is a condition of this offer that the site investigation information provided by yourselves and/or the ground conditions we have allowed in preparing this offer is/are correct and representative of the whole site.
- If, due to requirements of any third party which were not notified to us at the date of this Contract, we are unable to complete the works using the methods, materials or personnel specified in the offer documents and Conditions of Contract, we will require a written instruction specifying the action you wish us to take to complete the works. Where you do not provide us with such instructions within a reasonable time, we will be entitled, at our sole discretion, to either continue the works as we reasonably think fit in order to complete them as nearly as is practical according to the original specification or to terminate the contract. Where the action specified by you or taken by us requires us to undertake different or additional works from those specified in the offer documents and Conditions of Contract, we shall be entitled to add the reasonable costs of such works to the contract sum and be entitled to an extension of time as applicable.
- Unless specifically stated in our quotation, no allowance has been taken for any protection, preparation and reinstatement, superstructure repair, redecoration, drainage or any other works. Whilst every care will be made, we shall not be held liable for anything unavoidably damaged during the course of the works unless we have expressly and specifically offered to protect it.
- We have assumed in our offer than Shire have access to welfare, electric and water during our time on site and that access to the work area is unrestricted and adequate parking is available for our site vehicle (no parking restrictions/charges apply). If Shire are to supply any of the above or have to pay any such charge, these will be added to our final invoice.
- Opening up and testing - in particular where any opening up for inspection, testing and reinstatement is instructed and the work, the subject of such instruction, is found to be in accordance with the Contract, then any costs and expenses in respect thereof shall be added to the Contract Sum together with the granting of an appropriate extension of time for completion of the works. With regard to the foregoing an appropriate amendment, where necessary, shall be made to any Contract arising from the acceptance of this Tender.
- Shire do not accept responsibility for the cost of any claim or liability for pollution or contamination howsoever caused arising out of our design or construction of the works.



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Warranty / Bond / Guarantee

- Should there be a requirement to enter into any form of warranty, bond or guarantee then the working of such a document is to be agreed prior to our acceptance of any order and we reserve the right to add to our offer sum any reasonable costs arising from executing such a document.
- In so far as we have designed the work, we shall have a like liability in respect of defects in such design as a normal competent professional designer would have when providing a service for design only.
- Notwithstanding any other provision of the Contract the maximum aggregate liability of Shire pursuant to this Contract shall not howsoever arising exceed the value of this Contract.
- Should circumstances require progress of the work without formal building regulation approval or under building notice, or party wall notices or any other notices or permissions, then we will not accept responsibility for any consequential work or costs resulting in rejection of our proposals.
- If errors, omissions or defects are found in our work, we shall have the right to be given the opportunity to inspect and correct these as appropriate without any contra-charges or offsets being made to our account.
- It is a condition of any contract entered into that ownership of the goods supplied does not pass until the full contract sum has been paid.

For project specific Terms & Conditions, please refer to individual project details.