



3 Prestwick Close
St Helens WA9 5RG
Tel 07814723206
Email: davestylewindows@gmail.com

QUOTATION

To Client: Church Hall Committee
Address: 216, Main Street, Billinge, WN5 7PE

As requested, we submit the following Quotation to you for the Works described below.

Location: Single Story Extension to Side of Main Building.

Description of Works:

We offer to execute the works detailed on the drawings & calculations provided without derogation and have enclosed an itemised schedule of work. Our offer is subject to the following clarifications, predominantly based around our conversations and notes on the drawings; Architects 1747.01, 1747.02, 1747.03, 1747.04, 1747.05, 1747.06, 1747.07

Contract Price:

Lump Sum: £53,978.35 **Exclusive of VAT**

In Words:

Fifty-Three Thousand, Nine Hundred Seventy-Eight Pounds and Thirty Five Pence

Exclusive of VAT

Payment Terms:

A 10% advance payment of the Contract Sum is payable before works begin on site then instalments in accordance with the following payment schedule.

Description	Date	Payment (All +VAT)
Advance Payment		£5,397.83
Fortnightly Valuations based on work completed As per cost plan		

Proposed Commencement Date: TBC

Proposed Completion Date: 12 Weeks from Commencement

Special Terms:

- We have not included for any soft or hard landscaping other than what is shown with in the cost plan.
- We have made no allowance for upgrade of boiler and assumed that the existing heating and water can cope with new installation
- We have made no allowance for upgrade of electric consumer unit and assumed that the existing incoming supply can cope with new installation
- We have not included for Disabled Ramp(s) as further detailed and accurate drawings are required
- We have not included for any finishes other than as shown with in the itemised Cost Plan
- We have included for specialist foundations and is shown within the Cost Plan
- We have not included for any professional or building control fees or skip/scaffold permits
- We have not allowed for releasing of any planning or building regulation conditions.
- We have made no allowance for any type of utilities – Removing/Installing or Assisting Professionally or Labour/Plant
- We have been only able to price based on the drawings produced by Architect Schematic Drawings and x1 site visit
- We have made no allowance for any structural works other than shown within the itemised Cost Plan
- Please pay particular attention to any PC Sums used with in the schedule for items not specified by the architect or are not clear
- The schedule sets presence for all allowances within the quoted total sum above and nothing more

Our Standard Terms & Conditions are attached

If this Quotation is acceptable, please sign and return the enclosed copy. Provided this is received within the next 7 days without any amendments or qualifications, a binding Contract will then exist between us for the Works. That Contract will comprise the accepted Quotation, the attached Terms & Conditions and the Specification and other documents referred to in this Quotation. Any delay in returning the signed Quotation may result in a change to proposed Commencement and Completion dates. If not accepted within 30 days, this Quotation will no longer be effective and will be treated as cancelled unless we otherwise agree in writing.

If any terms of the Quotation are not acceptable, or if you have any qualifications or suggested changes, please let us know as soon as possible and a fresh Quotation in an agreed form can then be issued for signature by both parties.

If you have any other queries regarding the details of our quotation, or you would like to discuss the scheme in any way please do not hesitate to contact me.

We look forward to hearing from you.

Signed by:

David Williams

Director, for & on behalf of

**Davestyle
Windows Doors & Conservatories**

Type on to copy:

I/we, *full name(s) of Client*, confirm that I/we have reviewed the Quotation and attached documents and accept this Quotation in accordance with its terms.

Signed:

Date:



3 Prestwick Close
St Helens WA9 5RG
Tel 07814723206
Email: davestylewindows@gmail.com

STANDARD TERMS & CONDITIONS For Construction & Engineering Works

1. DEFINITIONS

In these Conditions:

"Client"	means the person named as such in the Quotation;
"Completion Date"	means the date on which the Works are completed;
"Contract"	means the contract between the Client and the Contractor for the Works comprising the Quotation, these Terms & Conditions and the other documents specified in the Quotation;
"Contractor"	means Davestyle Windows Doors & Conservatories;
"Contract Price"	means the price payable by the Client to the Contractor for the Works, as shown in the Quotation, (and as varied in accordance with the Contract);
"Quotation"	means the Contractor's signed Quotation referring to these Conditions;
"Works"	means the works described in the Quotation (as amended in accordance with the Contract).

2. CONTRACT FORMATION

Acceptance of the Contractor's Quotation by the Client constitutes the contract for the Contractor to carry out the Works in accordance with these Terms & Conditions.

3. GENERAL OBLIGATIONS

- 3.1 The Contractor will exercise reasonable skill and care in the performance of the Works.
- 3.2 The Client will give the Contractor access to his premises as reasonably required by the Contractor to enable him to carry out the Works without interference by the Client or by other contractors of the Client.
- 3.3 The Client is responsible for obtaining any planning permission required for the Works. Unless otherwise agreed, the Contractor will be responsible for obtaining permits and licences needed in the course of the Works and the Client will give reasonable assistance as required by the Contractor. The cost of obtaining these permits and licences is included in the Contract Price unless otherwise stated.

4. VARIATION

- 4.1 If the Client wishes to omit or vary any of the Works (or any design or materials) he must inform the Contractor in writing. The Contractor will then supply to the Client an estimate of the cost of the variation and the likely effect on the Contract period and Completion Date.
- 4.2 Unless the Client withdraws his request for a variation when he receives the Contractor's estimate, the Contract Price will be adjusted in accordance with the Contractor's estimate (or as otherwise agreed between the Client and the Contractor) and an appropriate extension of time for completion of the Works shall be agreed.
- 4.3 If a variation is agreed verbally, either the Contractor or the Client will confirm it in writing within 3 working days.
- 4.4 The Contractor will notify the Client if he encounters any difficulties which he could not have reasonably foreseen when submitting the Quotation and, in those circumstances, a fair and reasonable adjustment to the Contract Price and Completion Date will be made.
- 4.5 The Contractor reserves the right not to comply with any request for a variation which would increase the value of the Works by more than 25% of the original Contract Price.

5. CONTRACT PRICE & PAYMENT

- 5.1 The Contract Price is stated in the Quotation and it may be varied in accordance with these Conditions.
- 5.2 The Client shall pay the Contractor the Contract Price in accordance with the payment terms in the Quotation. Unless otherwise stated in the Quotation, the due

date for payment is when the relevant instalment stage is reached for work carried out and materials purchased in the previous month. The Contractor will submit a payment notice on or before the due date to the Client specifying the amount due to the Contractor in respect of the previous amount and the basis on which that amount is calculated.

- 5.3 The final date for payment of each payment notice shall be 5 calendar days from the date of the payment notice.
- 5.4 If the Client is dissatisfied with any part of a payment notice and wishes to pay less than the amount shown in the payment notice, he must at least 5 days before the final date for payment give notice to the Contractor specifying the amount he considers to be payable and the basis on which that amount is calculated. The undisputed parts of the payment notice must be paid by the final date for payment and any disputed amount will be dealt with under clause 9 (Disputes). Except as stated in this clause, the Client has no right to withhold any money or set off any amount against a payment notice or invoice of the Contractor.
- 5.5 If the Client fails to pay any amount properly claimed, the Contractor may suspend all or any of his obligations under the Contract until the payment is received after giving at least 7 days' notice to the Client of his intention to suspend with reasons. Any period of suspension will entitle the Contractor to any reasonable costs he incurs as well as an extension of time for completion of the Works.
- 5.6 Late payment entitles the Contractor to interest at the statutory rate of interest under the Late Payment of Commercial Debts (Interest) Act 1999 from the due date until the date of actual payment or 8% p.a. above Bank of England base rate if the Act does not apply.
- 5.7 Prices are quoted exclusive of VAT which will be added as appropriate and payable by the Client. The Contractor, if registered for VAT, will issue a valid VAT invoice or VAT receipt for each such amount.

6. INSURANCE & LIABILITY

- 6.1 The Contractor shall take out and maintain the following insurances (except as otherwise agreed or stated in the Quotation):
- Construction All Risks insurance for the full reinstatement value of the Works in the joint names of the Client and the Contractor (unless the Works are in an existing building, when clause 6.3 will apply).
 - Public Liability Insurance for £5,000,000.00
 - Employer's Liability Insurance. £10,000,000.00
- 6.2 The Contractor will provide the Client with details of the insurances upon request.

- 6.3 Where the Works are to be carried out in an existing building, the Client will be responsible for insurance of the Works with the Contractor named as co-insured and the Client will provide details of the insurance to the Contractor upon request.

7. DURATION, HANDOVER & DEFECTS LIABILITY

- 7.1 The proposed Commencement Date and Completion Date are shown in the Quotation.
- 7.2 The Contractor will notify the Client within 5 working days of becoming aware of any event beyond his control which may prevent or delay completion of the Works by the Completion Date. The notice will specify the cause of the delay, the likely effect on the Completion Date and the Contractor's proposals for dealing with the matter. The Completion Date will then be extended as agreed by the parties or, failing agreement, decided under clause 9. The Contractor acknowledges that he must take reasonable steps to mitigate or reduce any delay.
- 7.3 The Contractor will give the Client notice of his intention to hand over the Works on completion and will give the Client the opportunity to inspect the Works before handover. The Contractor will then confirm the Completion Date to the Client.
- 7.4 The Contractor will be responsible for remedying defects in the Works which appear within 3 months from the Completion Date and the Client must inform the Contractor as soon as he becomes aware of any defects for which the Contractor is responsible. Defects in design or materials supplied by the Client and defects attributable to fair wear and tear or to misuse or failure by the Client to comply with any operating or maintenance manuals will not be the responsibility of the Contractor. Any work stages that require inspection and are then passed by either warranty companies or building control and completion certificates are issued then this is deemed that all works are accepted and the contractor will only warrant the warranty period only of all works undertaken by the contractor
- 7.5 Where equipment or materials used in the Works have the benefit of a manufacturer's warranty, the Contractor will take steps to procure that the Client has the benefit of that warranty. The Contractor will not be liable for any defect in the equipment or materials except to the extent that this is due to the Contractor's negligence.
- 7.6 Except for his liability to remedy any defects for which he is responsible and which are notified to him within 3 months of the Completion Date, the Contractor will have no liability to the Client, in contract or in tort, for any other direct, indirect or consequential loss incurred by the Client, including but not limited to loss of use or

loss of profit. However, liability for death or injury of individuals due to the Contractor's negligence is unlimited.

8. TERMINATION

- 8.1 The Contractor may give notice to terminate the Contract if the Client fails to make any payment to the Contractor within 30 days of the payment date or commits any other material breach of the Contract.
- 8.2 The Client may give notice to terminate the Contract if the Contractor commits a material breach of the Contract and, in the case of a breach capable of remedy, fails to take steps to remedy the breach within 28 days of being requested to do so in writing.
- 8.3 Either party may terminate the Contract if the other party becomes insolvent or has a receiver, manager or administrative receiver or liquidator appointed.
- 8.4 Termination will not affect the accrued rights and liabilities of the parties at the termination date.

9. DISPUTES

- 9.1 The parties will endeavour to settle any dispute or difference amicably by direct negotiation.
- 9.2 If they are unable to settle the dispute, it may be referred by either party to adjudication in accordance with the CEDR (Centre for Effective Dispute Resolution) Adjudication Rules. The decision of the adjudicator will be final and binding on the parties unless a notice of dissatisfaction is served by either party on the other within 28 days of the decision.
- 9.3 Any dispute that is not resolved by negotiation or adjudication will be finally settled by the courts of England and Wales.
- 9.4 The Contract is governed by the laws of England and Wales.

10. MATERIALS

- 10.1 Where the Client provides materials to the Contractor free of charge, those materials shall remain the property of the Client and be used solely in connection with the Contract. Any materials surplus to requirements shall be returned to the Client or disposed of at the Client's direction.
- 10.2 Client materials stored at the Client's property shall be insured by the Client and if lost or damaged while in the custody of the Client shall be replaced or made good at the Client's expense. Materials that are lost or damaged while in the custody of the Contractor shall be replaced or made good at the Contractor's expense.

11. GENERAL

- 11.1 **Notices.** Every notice required under these Terms & Conditions shall be in writing and delivered by hand, email or sent by first class post to the address of the recipient.
- 11.2 **Assignment.** Neither party will assign any of his rights or obligations under the Contract without the prior written consent of the other.
- 11.3 **Subcontracting.** The Contractor will not sublet all of the Works but he will be entitled to sublet parts of the Works. Subcontracting will not relieve the Contractor of his obligations under the Contract.
- 11.4 **Entire Agreement.** The documents comprised in the Contract including the Quotation and these Terms & Conditions constitute the only agreement between the parties and supersede any previous arrangements, agreements or understandings relating to the Works.
- 11.5 **Amendment.** Any amendment to the terms of the Contract shall only be effective if it is in writing and signed by an authorised signatory of the Client and the Contractor.
- 11.6 **No Reliance on Representations.** The Client acknowledges that he has not relied on and will have no remedy in respect of any statement, representation, warranty, or undertaking of any person (whether a party to this Agreement or not) other than is expressly set out in the Contract. However, nothing in this clause shall limit or exclude liability for fraud.
- 11.7 **Severance.** If any provision of the Contract becomes illegal or unenforceable, this shall not affect the legality or enforceability of any other provision of the Contract. In that situation the parties shall, where possible, use reasonable endeavours to agree an alternative provision(s) which is legally enforceable.
- 11.8 **Waiver.** The waiver by either party of a breach by the other in the performance of its obligations under the Contract shall not constitute a waiver of any default nor shall failure to complain of a breach constitute a waiver of that breach by the other party

STANDARD TERMS & CONDITIONS FOR CONSTRUCTION WORK

EXPLANATORY NOTES

Please note that these Explanatory Notes are for guidance only and do not form part of the contract

Designed from the Contractor's point of view, these standard terms and conditions are intended as a template for any contractor who is engaged in the business of providing construction or engineering works, especially when the works are to be carried out on premises of the Client.

These terms and conditions are intended to be used with a Quotation submitted by the Contractor to a Client and a form of Quotation is included.

The Quotation needs to be completed by the Contractor, and the Terms & Conditions plus other relevant documents – Specification, Drawings, Contract Price breakdown etc. – sent to the Client. Two signed copies of the Quotation should be sent and the contract will only be formed when one of them is returned to the Contractor, signed by the Client. If the Client wants to change anything, it may be necessary to have another Quotation signed incorporating the changes.

To avoid later disputes it is advisable for both parties to be very clear as to the detailed scope of the works and the price – vagueness in the specification is more likely to result in disputes.

Turning to the specific clauses in the Terms & Conditions:

1. DEFINITIONS

As indicated above, this refers to the Contractor's Quotation and contains some other relevant definitions.

2. CONTRACT FORMATION

This is intended to make it clear how the contract is formed – i.e. by the Client accepting the Contractor's Quotation. In practice, if the Client produces his own form of contract and/or suggests changes, legal advice may be needed.

3. GENERAL OBLIGATIONS

This clause contains basic obligations on the part of the Contractor to exercise reasonable skill and care, with an obligation on the Client to provide access to premises. Planning permission and other licences are also dealt with here.

4. **VARIATION**

This is designed to ensure that if a Client asks for a change, the Contractor will be paid for it at an appropriate rate. Also, a variation can result in a change to the contract period and this is covered by clause 4.2. It is advisable to ensure that all changes are confirmed in writing. We have produced a Change Confirmation Form that you may find useful – document B155.

In clause 4.4 the Contractor should be protected if unforeseen problems arise and in 4.5 the Contractor reserves the right not to undertake changes if these exceed a specified value of the Contract price. This can be deleted if it is not required

5. **CONTRACT PRICE & PAYMENT**

This refers back to the Quotation to a large extent but, in case the Quotation does not cover everything, there is provision for monthly invoicing. The Client must give notice if he has a reason for not paying an invoice. Also the Contractor has the right to give notice to suspend the work for non-payment. These are statutory rights in the UK. The wording of this clause is designed to comply with legislation that regulates the method of making payment under construction contracts in the UK.

The clause also refers to the Contractor's right to claim interest on late payment. The statutory interest entitlement under commercial contracts is 8% p.a. above Bank of England base rate. If the client is an individual and not a business, the Act may not apply but the wording covers this situation.

6. **INSURANCE AND LIABILITY**

This will need to be tailored to the particular circumstances but, except where works are carried out in an existing building (see clause 6.3), the Contractor has primary responsibility for works insurance and public liability insurance.

7. **DURATION, HANDOVER & DEFECTS LIABILITY**

This refers to the planned commencement and completion dates in clause 7.1 and allows for the Contractor to get an extension of time if he is delayed by reasons beyond his control under clause 7.2.

Under clause 7.3 the Contractor gets the Client to inspect the works before handover and then the Contractor advises the completion date.

In accordance with the usual practice in the UK, under clause 7.4 the Contractor has responsibility for remedying defects in the work and the period is usually 12 months following completion, but it could be less. Problems that are not due to the Contractor, such as fair wear and tear, are specifically excluded.

Under clause 7.6, it is made clear that the Contractor's liability is limited to remedying defects during the defects liability period and the clause aims to exclude any other liability of the Contractor to the Client. Legal advice is recommended here as the wording of limitation clauses may need to be adjusted to take account of particular circumstances and there is also legislation designed to protect consumers against unfair terms.

It is quite common for a contract to contain a clause whereby the contractor becomes liable for liquidated damages – i.e. a fixed daily or weekly amount – if he is late in completing the works. No such clause is included here.

8. TERMINATION

This gives each party the right to terminate the contract if the other party commits a material breach, and either party can terminate if the other becomes bankrupt.

9. DISPUTES

This clause contains a three stage method of resolving disputes – first, direct negotiation, second a reference to adjudication and, thirdly, the courts. Adjudication is a legal right to any party to a construction contract in the UK and there is generally a 28 day period within which the adjudicator must reach a decision – much quicker and cheaper than court proceedings. If, however, the adjudicator's decision is objected to by one of the parties, the dispute will eventually go to the courts for a final decision. There is information on adjudication in the Free Information section of our website.

10. MATERIALS

Sometimes the client will make materials or equipment available to the contractor for incorporation in the works and this clause says which of them is responsible for those materials before they are used.

11. GENERAL

This contains a number of provisions concerning notices, assignment, etc

Note: In the UK there is legislation that applies to contracts for "construction operations" within the UK. Broadly speaking, this covers all contracts involving building operations, whether new buildings or maintenance or repairs of old buildings, within the UK.

The Act contains certain mandatory provisions relating to payment and adjudication as a means of resolving disputes and this contract is compatible with the law.