



Fast Track Interiors Ltd

Fast Track Interiors Standard Terms and Conditions Of Trading

- Clause 1 these conditions of contract shall apply to all transactions between Fast Track Interiors and all other parties (hereinafter referred to as the client) unless modified with the full written consent of ourselves, and any variation of these conditions in any document of the client is to be deemed inapplicable unless such variation itself has been specifically and unreservedly accepted in writing by us
- Clause 2 estimates are submitted and orders accepted by us subject to client's credit being established and on the understanding that the following terms and conditions shall apply unless otherwise agreed upon. In the case of the first transaction of a pro-forma invoice will be rendered and must be paid before the work is commenced or the usual trade and bank reference's of a satisfactory nature must be furnished.
- Clause 3 orders are accepted and promises for delivery are given conditionally upon our being able to secure the necessary labour and materials and no responsibility can be accepted for delays arising through risks and uncertainties to manufacture, strikes, inclement weather or other causes beyond our control. Estimates are subject to alteration or withdrawal without notice, unless otherwise agreed.
- Clause 4 contracts for work to be undertaken by us shall only be cancelled with our previous unreserved written consent and with our prior agreement that all costs and loss of profit sustained or likely to be sustained by us shall be reimbursed to us by the client within 7 days of such cancellation.
- Clause 5 no binding contract shall be deemed to have been affected by the client of any quotation made by us until the order constituted by such acceptance has been confirmed in writing by us. The terms and conditions contained in the current R.I.B.A. or JCT Standard Forms of Contract constitute the basis of this estimate so far as they are applicable.
- Clause 6 if the client shall fail to make any payment hereunder on the due date or make any default in or commit a breach of any other of his obligations to ourselves or if any distress or execution shall be levied upon the client's property or assets, or if the client shall make or offer to make any arrangements or composition with creditors, or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be presented or made against him, or if the client is limited company and any resolution or petition to wind up such company's business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a receiver of such company's undertakings, property or assets or any part thereof shall be appointed or if the client is foreign company any arrangements or events occur under the law of the country of domicile which shall have a similar effect of those hereinbefore described then and in any such event we:
- 1) Shall have the right forthwith to determine this contract without obligation to ourselves and upon written notice of such determination being posted to the client's last known address the contract shall be deemed to have been determined.
 - 2) May claim all monies due to title under this contract to supply the goods and all compensation due to it for breach of the contract and such monies will become payable immediately upon demand. But without prejudice to any claim or right we may have otherwise make or exercise.
- Clause 7 where variance occurs between our covering letter and these conditions our covering letter shall take precedence. All estimates are open for the period of time stipulated on our covering letter and fixed in price for the period/date also shown.

(B) Time

- Clause 8 where information relating to the design, colour, texture, source of supply or any other such item materially affecting goods to be manufactured and imported into the works is to be supplied by the client such information shall be supplied in clear format in a timely manner to allow us to obtain such items in good time to meet the reasonable requirements of any agreed programme for the works.

(C) Price

- Clause 9 the tender is based on our standard rate of pay and incentives paid to our operatives. Any additional rates or incentives paid necessary by site or local custom or trade union agreement outside national agreements will be charged extra for providing such additional payments are fully notified to the main contractor and/or client.
- Clause 10 payment of the price shall be made on these terms and all payments made strictly in accordance with the time period(s) set out therein. Failure to comply with these terms will invalidate any discounts given in (12) above or any other such discounts that may have been offered or agreed.
- Clause 11 the estimate is subject to adjustment in the event of any variation of current wages, national insurance contribution, travelling expenses, holiday pay contribution, lodging allowance and materials, unless otherwise stated. The recovery of fluctuations is under N.E.D.O price adjustment formula series 2.
- Clause 12 this estimate is based on the shown quantities and the prices are subject to adjustment should these quantities be reduced by more than 10%
- Clause 13 notice of any variation in quantities from those upon which our tender is based must be given in writing before commencement of our work and any price variance agreed.
- Clause 14 the rates given in this quotation will be subject to an increase of 50% for working in narrow widths, separate areas on different floor levels, or where access given to our operatives for the application of our materials is in any way impaired where not clear in the tender documents.

(D) Specification

- Clause 15 we shall retain the copyright in respect of any design, creation or artistic work carried out on behalf of the client. Drawings, specification and information submitted are confidential to us and must not be disclosed to any third party.
- Clause 16 the client shall indemnify us against all damages, penalties, costs and expenses to which may become liable as a result of work done in accordance with the clients specification which involves the infringement of any letters, patent or registered design. Where sum specifications are provided by third parties acting on behalf of or in conjunction with the client then they shall become jointly and severally responsible for such indemnity to us.
- Clause 17 acceptance of this tender constitutes a warranty and representative by the client that he has complied with every statute order in council regulation or direction by law or other lawful requirement, whether the government or of any local or other lawful authority and in particular that he has lawfully obtained every necessary licence, permit, or authority that may be required in connection with the work covered in this tender.
- Clause 18 all surfaces to be treated should be ready to receive our materials and that this quotation does not include for any additional or preparation work necessary, unless specifically sated within the quotation itself. All surfaces to which our materials are to be applied are to be true and level.
- Clause 19 all work in progress is to be protected by the client and on completion any damage done to our work by other trades or subsequent cleaning or making good will be charged for on a daywork basis.
- Clause 20 when our work is not finishing against other surfaces all necessary temporary works required to edge or perimeter our works are to be supplied and fixed free of charge by the client prior to our work commencing.
- Clause 21 all making good to previous trades must be completed by the client before our work commences.
- Clause 22 due to natural variations in the colour and texture of materials, etc no guarantee can be given that the completed work will be exactly the same as any approved sample.
- Clause 23 unless provided for in the Bill of Quantities or stated as included, masking as protection to adjoining surfaces is not included.

(E) Attendances

- Clause 24 this tender excludes all costs relating to the provision of amenities which are customarily provided by the client or his servants and agents for men employed on site works under the construction (Health and Welfare) Regulations 1966.
- Clause 25 all necessary hoisting facilities, water, scaffolding, trestles, boards, tarpaulins, dust sheets, and protection against inclement weather are to be provided, erected and dismantled free of charge.
- Clause 26 dust or similar arising from our work will be kept to a minimum as far as is practical but any necessary screening off, sealing or protection of surrounding areas and/or plant machinery is to be the responsibility of the client.
- Clause 27 we require a minimum ambient temperature of 5 degrees C humidity levels to be maintained to suit the materials manufacturers recommendations.

(F) Legal

- Clause 28 any dispute under the contract shall be referred to an arbitrator or arbitrators to be appointed by the parties, or in default of agreement, by the president of the law society for the time being, and his or their decision shall be binding on both parties, and this shall be a submission to arbitration within the arbitration act 1950, or any statutory modification thereof for the time being in force.
- Clause 29 the contract shall in all respects be construed as an agreement made in England and subject to English Law.