

TERMS AND CONDITIONS / DP COLD PLANING LIMITED

- 1 The CPA conditions shall apply to any hire agreement.
- 2 Unless previously withdrawn, his quotation is open for written acceptance for a period of three months from the date hereof, and is subject to acceptance as a whole.
- 3 The acceptance of any order arising from this quotation is subject to the provision of satisfactory financial references if required by us.
- 4 Terms: Nett. All work is subject to measurement at monthly intervals for interim valuations and is to be re measured on practical completion for a final valuation. All valuations to be paid within 28 days from the date of the applicant (due date). Any monies not paid by the due date shall be subject to, and attract, interest at the rate of 2% above the Bank of England minimum lending rate in force at that time. In default any of the provisions of this condition, then without prejudice to any rights or remedies available to us we may suspend work on the site. Any costs which may arise from such suspension together with those costs incurred in restarting work shall be an addition to the contract and be recoverable by you. Any and all damage which arises from such suspension shall be your sole liability.
- 5 Acceptance of an order resulting from this quotation is subject to the incorporation of the Terms & Conditions of this quotation, and a detailed and agreed programme for the sub contract works.
- 6 This quotation is submitted on a fluctuating basis and is current at the date of this quotation. If during the course of the execution of our work there are changes in Tax Matters, Governmental Regulations or the cost to us of labour, materials, goods and or any other services, we shall require reimbursement of the additional costs thereby incurred.
- 7 The whole of the work being carried out in not more than one visit to the site. Our prices are based on sufficient areas being made available to us to ensure economic and continuous progress of our work.
- 8 Any work required to be carried out on a Day work basis will be paid for in accordance with the E C E C Day work Schedule in operation at the time of execution.
- 9 Any variation in the quantities stated may result in a higher price for the works so executed.
- 10 Our prices are based upon the nett thickness stated. However we can guarantee to achieve that thickness within a tolerance of + / - 6mm, or such greater tolerance as provided by the appropriate construction layer. Surfacing of any planed area deems acceptance of that planing.
- 11 Our prices do not include for:
 - a) Hand trimming around iron work and the like, or area inaccessible to our standard planing machines.
 - b) Saw cutting or the forming of edges
 - c) Forming of temporary ramps
 - d) The removal of steps at the side of the excavations, resulting from our operations.
 - e) Sweeping or cleaning other than that resulting from our own operations.
- 12 We cannot accept liability for any damage to hidden iron work or any other constructions not readily visible or expressly notified by you. Should such objects cause damage to our plant etc the full costs thereof (direct and consequential) shall be borne by you.
- 13 Should the materials being planed prove to be other than that described, or of exceptional hardness, or of a nature likely to cause damage to our equipment, we reserve the right to stop work, without penalty.
- 14 We do not accept liability for damage caused to adjacent constructions or areas resulting from our operations, unless expressly caused by our negligence.
- 15 Adequate and suitable access and working space to be maintained at all times for our plant, equipment and laden lorries.
- 16 Our prices are based on carrying out the work continuously during normal working hours and no allowances has been made for weekend or restricted or overtime working.
- 17 You are to provide all necessary watching, lighting, traffic control and signs that may be required during the progress of the work or thereafter.
- 18 You to be responsible for the maintenance and safety of the works after completion of our planing operations.
- 19 We cannot accept liability for damage to layers of construction underlying those being planed.
- 20 The surface of which we are to plane, to be adequate to withstand any plant, laden lorries etc to be used by us in carrying out the work. We cannot accept liability for any damage resulting from our operations except where such damage results solely from our negligence.