

TERMS AND CONDITIONS

- 1 These Terms and Conditions must be read in conjunction with and form part of the accompanying estimate or specification and General Insurance Guidelines provided by Hurstway Construction Company Limited ("Hurstway") in relation to the work being quoted for. These Terms and Conditions and the estimate and specification and General Insurance Guidelines provided by Hurstway together contain the whole agreement between Hurstway and the customer in respect of the works to be undertaken by Hurstway and supersede any prior written or verbal agreement between them relating to it.

- 2 Where "Provisional Sum" is used in Hurstway's estimate or specification it shall mean the amount estimated by Hurstway to be sufficient to cover the work or materials in question together with a charge of 20% on that estimated amount. Provisional Sums will only be quoted where the amount of work or materials cannot be quantified at the date of Hurstway's estimate and specification of works.

- 3 These Terms and Conditions and the estimate and specification and General Insurance Guidelines shall not be varied except in writing signed on behalf of Hurstway and by the customer.

- 4 The value of any variations to the works estimated for whether by addition omission or substitution shall where possible be agreed before the variation is carried out. Where it is not possible, the value of such variations shall be at Hurstway's discretion. In either case, appropriate adjustments will be made to the final price.

- 5 It shall be the customer's responsibility to:
 - 5.1 provide and pay for all power and water reasonably used by Hurstway during the works;
 - 5.2 deactivate or decommission any intruder alarm fire detection system and the like while Hurstway's staff or subcontractors are on site and the customer's attention is drawn specifically to paragraph E of the accompanying General Insurance Guidelines;
 - 5.3 ensure that (acknowledging that all building works are potentially dangerous) no children or pets are allowed anywhere near the works and take positive steps to ensure that children and pets do not come within the vicinity of the works;
 - 5.4 comply with all the requirements of the accompanying General Insurance Guidelines.

- 6 Where the customer insists on the use of materials or goods which, in Hurstway's opinion, are unsuitable, Hurstway will notify the customer in writing to that effect and will accept no responsibility for their suitability nor any liability for any loss or damage caused during or by virtue of their use except in the case of negligence by Hurstway its servants or agents.

- 7 Where the customer is not able to provide temporary shelter and protection, sanitary conveniences and messroom facilities for Hurstway's employees and workers (as required under the Workplace (Health Safety and Welfare) Regulations 1992, Hurstway shall do so but at the customer's expense.
- 8 Hurstway shall not be liable for any default or delay resulting from an act of god or strike lockout industrial action fire flood drought tempest or other event beyond its reasonable control.
- 9 If the works will take more than one month, monthly interim payments will be required on submission of Hurstway's account and payment shall be made by the customer within seven days failing which Hurstway reserves the right to stop work until payment has been made. Hurstway shall submit its final account within seven days of substantial completion of the works and the customer shall pay the final account within seven days. Any account not paid within seven days of submission shall bear interest at the rate of 5% above National Westminster Bank's base rate.
- 10 All prices are quoted exclusive of Value Added Tax and the customer shall pay Value Added Tax at the appropriate rate on any sums charged by Hurstway on presentation of the relevant VAT invoice.

- 11 Hurstway will take every reasonable care in undertaking the works but will not accept liability for damage to gardens plants drives and paths or any other property of the customer unless it results from Hurstway's negligence.
- 12 If any form of asbestos or other hazardous material covered by the Control of Substances Hazardous to Health regulations is discovered on site Hurstway will notify the customer immediately and take appropriate action for its removal in compliance with all relevant legislation and the cost shall be paid by the customer.
- 13 All items or goods supplied by Hurstway shall remain Hurstway's property until the full purchase price for them has been paid by the customer.
- 14 Any materials necessarily removed by Hurstway to allow the work to be undertaken shall belong to and be disposed of by Hurstway.
- 15 Any dispute between Hurstway and the customer may be referred by either Hurstway or the customer to an arbitrator to be nominated by the President of the Institute of Arbitration or to any other mutually agreed dispute resolution process and, in either event, the outcome of the arbitration or dispute resolution process shall be final and binding on the parties. The costs of resolving the dispute shall be borne as the arbitrator or other dispute resolver dictates.