

Constructex Ltd
TERMS & CONDITIONS OF CONTRACT

In which "THE COMPANY" means Constructex Ltd and "works" means all works and services to be performed by Constructex Ltd.

1. All quotations supplied to the clients shall be subject to these conditions of contract which relate to works carried out for the Client by THE COMPANY. All quotations are open for acceptance for up to 60 days from the date of quotation.
2. Upon acceptance by the client or his agent of THE COMPANY services, advice or work, whether such acceptance be inferred from conduct or be acknowledged in writing or verbally, the client will be deemed to have accepted these conditions of contract. These conditions shall prevail over any other terms or conditions referred to in the client's order or in correspondence or elsewhere unless specifically agreed to in writing by THE COMPANY and any conditions or stipulations to the contrary are hereby excluded or extinguished.
3. THE COMPANY will not be responsible for any services unless covered by the THE COMPANY quotation and will not be liable to any third parties other than the client. Further, THE COMPANY are not liable for the work of any other parties who become involved in the works to which these conditions apply.
4. No liability is accepted by THE COMPANY for any errors or omissions in documentation and information supplied by other parties upon which THE COMPANY services are reliant.
5. Cancellation, postponement or suspension of a contract must be given in writing and in that event the Client will be liable for all charges and expenses incurred to date.
6. The copyright of any reports, drawings, calculations and other documents produced by THE COMPANY shall remain vested in THE COMPANY. The Client shall have licence to use such documents in connection with the project to which this quotation refers save that no copies shall be made or used in connection with any other project without approval in writing and upon terms agreed with THE COMPANY. THE COMPANY shall not be liable for any use by the Client of any documents for any purpose other than that which the same were prepared and upon terms agreed with THE COMPANY.
7. The client in placing an order with THE COMPANY is deemed to undertake obligations with regard to the works without charge to THE COMPANY unless stated otherwise on our quotation including arranging compliance with all legal and other requirements and payment of fees of any kind necessary to permit THE COMPANY access and egress to the site of the works and to indemnify THE COMPANY against any cost, damages or proceedings arising out of non-compliance with any such requirements, and any cost whatsoever of any reinstatement and/or remedial works which are the unavoidable result of the execution of the works.
8. All site conditions and risk factors must be disclosed at tender stage by the client. Should they differ on arrival at site day work will be charged or the contract re negotiated.
9. THE COMPANY shall not be liable for any damage, injury or accident which may be due to any act or neglect of the client or his agents or servants or any loss or damage including consequential loss from failure either in total or in part to fulfil the terms of the Contract by reasons of any circumstances falling within the term "Force Majeure".
10. Invoices are payable in full within 30 days of the invoice unless otherwise stated and if payment is not received in full within that period of 30 days interest will be payable as from the twenty eighth day after the date of the invoice on the sum due at a rate of 4% above the base rate of the Barclays Bank Plc at the date of the account. Where required by THE COMPANY invoices for stage payments will be issued on a monthly basis.
11. THE COMPANY shall be entitled to deduct from or set off against any money due by the client the amount of any contra account and/or claims due against the client whether in connection with this or any other contract between the parties.
12. THE COMPANY shall be entitled to terminate this contract in whole or in part, upon giving the client 7 days written notice, if the client is in default of any of its obligations and shall thereupon invoice to the client the value of any works completed but not yet invoiced at the time of the said termination and all unpaid invoices shall forthwith fall due for immediate settlement. THE COMPANY shall not be liable for any loss suffered by the customer consequential upon termination.
13. No alteration to any of the foregoing conditions is valid unless and until confirmed in writing by a Director of THE COMPANY.
14. We shall exercise reasonable skill and care in the performance of the services in conformity with the normal standards of our profession.
15. Any disputes may be referred by either party for adjudication in accordance with the Institution of Civil Engineers Adjudication procedure.
16. These Conditions of Contract shall be governed by the laws of England and Wales or the laws that are relevant and apply to the country in which the Contract is undertaken.
17. Unless explicitly stated within our quotation we have not allowed for the obtaining permissions, licences, permits from third parties.