

General Terms and Conditions for Minor Works

Any order placed or contract concluded on the basis of this quotation is subject to the NEC3 Engineering and Construction Short Contract Conditions of Contract published April 2013 which are incorporated herein and are hereinafter referred to as the "NEC Conditions", as amended, extended and amplified by the following General Terms and Conditions together with the Appendix hereto and any Special Conditions within the quotation. For the avoidance of doubt, in the event of discrepancy or conflict the General Conditions take precedence over the NEC Conditions and any such Special Conditions shall take precedence over these General Conditions:

- 1 Acceptance of this quotation is deemed to signify acceptance of these terms and conditions to the exclusion of all others. Any oral acceptance will be of no effect until confirmed in writing, which may be by letter, facsimile or email.
- 2 These terms and conditions together with the NEC Conditions and the quotation comprise the whole of the contract, and no other prior representations may be relied upon by the Employer, unless specifically agreed in writing by the Contractor. Any subsequent variation to the contract must be expressly agreed in writing.
- 3 The quotation is valid and open for acceptance for a period of thirty days from the date thereon.
- 4 The Contractor is CORMAC Solutions Ltd., whose address is given in the quotation.
- 5 The Employer is the person, firm, company, authority or other organisation for whom the quotation is provided or for whom the works are carried out.
- 7 The quotation is not subject to discount and is exclusive of Value Added Tax, which will be charged at the appropriate rate.
- 8 The quotation takes account of relevant legislation in force at the date thereon. The additional cost incurred by the Contractor as a consequence of any new or amended legislation coming into force thereafter shall be payable by the Employer, provided always that such new or amended legislation does not render the proposed works impossible or illegal.
- 9 The whole of the site of the proposed works together with access thereto is to be made available to the Contractor upon the notified start date unless otherwise agreed by the parties in writing.
- 10 The whole of the works are to be carried out in a single visit unless otherwise agreed by the parties in writing. If more than one visit is required then this is a Compensation Event.
- 11 The works are normally to be carried out within the hours of 07.30 to 18.00. Actual working hours within these times are entirely at the Contractor's discretion, and the Contractor reserves the right should he so wish to work outside these hours to carry out any task which cannot be completed within his normal work period, but in such circumstances the Employer remains wholly and entirely responsible for the security of the site and for any increased costs of access and security outside normal working hours.

works the Provisional Sum shall be deducted from the quotation and the Contractor shall be paid the value of the works actually executed, calculated by one of the following methods:

- a) In accordance with a subcontractor's quotation together with profit thereon, or
- b) In accordance with a quotation provided by the Contractor, or
- c) On a Daywork basis as set out below.

20 Where work is to be valued on a Daywork basis, the value shall be calculated using the rates and prices contained in the Schedule of Dayworks published by the Civil Engineering Contractors Association current at the time the works are carried out.

21 Unless otherwise stated in the quotation, all materials removed from the Site in the execution of the Works shall become the property of the Contractor, who shall be deemed to have allowed within the quotation for the credit value thereof.

22 Wherever in these conditions reference is made to the addition of profit, such addition shall be calculated on the basis of 12.5 of net cost.

INNSA Invasives Code

'as a member of INNSA CORMAC Solutions Ltd In providing services to control and eradicate non-native species will comply with the Invasives Code'

Appendix to the General Terms and Conditions for Minor Works

Short description of the work to be carried out under the Contract **As stated in the quotation letter** ("Works Information")

- 2 The payment to be made will be ascertained on the following basis. (The alternatives not being used are to be deleted. Two or more bases may be used on one Contract).
 - a) Lump Sum*
 - b) Measure and value using a priced Bill of Quantities*
 - c) Valuation based on a Schedule of Rates *
 - d) Valuation based on a Daywork Schedule*
 - e) Cost plus fee** delete as appropriate
- 3 Where a Bill of Quantities or a Schedule of Rates is provided this is the price list and the method of measurement used is **XXXXXXXXXXXXXXXXXX**
- 4 Starting date **TBC**
5. Completion Date **TBC**
6. Period for completion **TBC**
7. Liquidated damages **Nil**
8. Limit of liquidated damages **Not applicable**
9. Defects Correction Period **Six months**
10. Rate of retention **Nil**
11. Limit of retention **Not applicable**
12. Minimum amount of interim certificate **Nil**
13. Bank whose base lending rate is to be used **Bank of England**

<p>12 The cost of any working time lost due to delays caused by any of the following will be payable by the Employer and the agreed period for completion is to be extended by an appropriate period:</p> <ul style="list-style-type: none"> (i) The action or the failure to act of the Employer, his representatives or other contractors employed by him (ii) Any cause of delay referred to within these Terms and Conditions (iii) Any other circumstances specified within the NEC Conditions as giving entitlement to an extension of time <p>13 It is the Employer's responsibility to ensure that reasonable access is provided to the site for the Contractor and to obtain all relevant permissions.</p> <p>14 The quotation does not include for any measures to attenuate noise dust or other nuisance beyond those normally employed. Any additional measures will be charged at cost together with profit thereon.</p> <p>15 Notwithstanding the provisions of the NEC Conditions, where works carried out in the highway are subject to the New Roads and Street Works Act 1991 the Contractor shall not be responsible for nor indemnify the Employer against any fees charges claims proceedings costs expenses or fines whatsoever levied or imposed under or in connection with that Act, including those levied or imposed under or in connection with S.74 thereof.</p> <p>16 The Contractor reserves the right to charge the Employer for costs incurred and loss of profit in the event of the contract being terminated by the Employer less than seven days prior to the agreed date for commencement.</p> <p>17 Terms of payment are as follows:</p> <ul style="list-style-type: none"> a) The Contractor may approve credit accounts at his discretion, which will not unreasonably be withheld. In the case of approved credit accounts, payments will be made as follows: <ul style="list-style-type: none"> (i) Payments in respect of works carried out shall become due on the Friday following commencement of the work and at weekly intervals thereafter until completion of the works. (ii) Payment for delivery where identified within the quote shall become due with the first weekly payment. (iii) The Contractor will issue an invoice to the Employer upon each payment becoming due. Payment is to be made in respect of the invoice no later than 28 days from the date thereof (the Final Date for Payment). b) Where a credit account is not approved, payment in full will be required prior to commencement of the work. <p>18 Clauses 63.2, 63.3 and 63.5 to 63.10 of the NEC Conditions are deleted. The value of any variation (Compensation event) to the work ordered or authorised by the Employer shall unless otherwise agreed be calculated on a Daywork basis as set out below.</p> <p>19 When used, the term "Provisional Sum" means an amount included in the quotation for a specific item of work, the scope and/or nature of which could not be adequately</p>	<p>14. Insurance of the Works No specific requirements over and above CORMAC's existing Insurance's cover</p> <p>15. Minimum amount of third party insurance (persons and property) No specific requirements over and above CORMAC's existing Insurance's cover</p> <p>16. Name of the CDM Co-ordinator N/A</p> <p>17. Name of the Principal Contractor CORMAC Solutions Ltd Address Higher Trenant Road, Wadebridge, Cornwall, PL27 6TW</p> <p>18. Site Information [.....]</p> <p>Note: any information not included within the above Appendix or within the quotation is to be agreed between the parties prior to entering into any contract</p> <p>Quotation Acceptance <i>This form must be returned, duly completed, with your acceptance.</i> Quotation Reference -</p> <p>I / We wish to accept your price of £..... (inc. VAT) and these terms and conditions, for the works detailed herein and by the quotation.</p> <p>I / We have arranged payment for these works by *Cheque/ *Bacs/ *Debit or Credit card (*delete as appropriate)</p> <hr/> <p>PLEASE RETURN THIS ACCEPTANCE FORM (and cheque if applicable) TO THE SIGNATORY ON THE QUOTATION LETTER</p> <p>Signed.....</p> <p>Name.....</p> <p>On behalf of</p> <p>Date of acceptance</p> <hr/>
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