

Terms & Conditions

1) Parties, Definitions and Interpretation

In these terms and conditions (which are referred to in this document as "these terms"):

- "Client" means the client for whom the Works are to be provided by the Contractor.
- "Contractor" means Alton Services Limited, trading as Alton Services with registered address at 21 Willen Park Avenue, Milton Keynes, MK15-9HF, England.
- "Contract" means the agreement between the Client and the Contractor to carry out the Works of which these terms form a part.
- "Contractor Equipment" means materials, systems, equipment and tools belonging to the Contractor and/or its employees, appointed agents or sub-contractors.
- "Payments Schedule" means the dates and/or milestones when payments for the Works becomes due as set out in paragraph 6 below.
- "Scope of Works" means a detailed description of the services purchased by the customer.
- "Works" means the works described in the Contractor's quote and/or as referred to in the Contractor's Scope of Works or any other document or email issued by the Contractor, as may be varied by agreement in writing between the parties.

In these terms words importing the masculine gender also include the neuter and feminine gender and words importing the singular number include also the plural number, where the context so requires.

2) General

2.1 All quotes and estimates given by the Contractor, all orders and instructions given by the Client, and all work authorisations, are governed by these terms. They supersede any other terms appearing elsewhere and override and exclude any other terms stipulated or incorporated or referred to by the Client, whether in the order or instructions or in any negotiations or in any course of dealing established between the Contractor and the Client, except where these terms are a schedule to a signed agreement between the Client and the Contractor, in which event these terms apply only to the extent not inconsistent with that agreement.

2.2 The Client acknowledges that the Contractor has not made any representations (other than any expressly stated in the Contract and/or in the Contractor's quote or price estimate) which have induced it to enter into the Contract and the Contract shall constitute the entire understanding between the Client and the Contractor for the performance of the Works (and detailed in paragraph 4 below).

2.3 No modification to the Contract shall be effective unless made by an express written agreement or email exchange between the parties. The signing on behalf of the Contractor of any documentation of the Client shall not imply any modification of the Contract.

2.4 Nothing in this Contract is intended to confer on any person any right to enforce any term which that person would not have but for The Contracts (Rights of Third Parties) Act 1999. Accordingly, a person who is not a party to this Contract shall have no rights to enforce any of its terms, but this does not affect any right or remedy of such person which exists or is available apart from that Act.

2.5 No provision in this Contract shall have the effect of modifying Client's statutory rights to the extent such modifications are expressly prohibited by applicable law.

2.6 If any provision of this Contract is invalid, illegal or unenforceable, the other provisions of this Contract shall remain in full force.

2.7 Clause titles shall not affect the interpretation of this Contract.

3) Quotes, price estimates and variations to the price

3.1 Any quote by the Contractor is subject to withdrawal by the Contractor at any time before receipt of an unqualified acceptance from the Client and shall be deemed to be withdrawn unless so accepted within 30 days from its date.

3.2 Unless otherwise specified by the Contractor in the relevant price estimate, a price estimate is not a firm or fixed price quotation. It is an estimate of the likely minimum cost of the Works, based on the information made available to the Contractor. The Contractor's final price will be calculated on the basis specified in the estimate, if any, or, if none, in accordance with the Contractor's standard Price List applicable at the time the Works are carried out and may be increased above (but not reduced below) the specified price. Furthermore, the Contractor reserves the right to increase the price before carrying out the Works by an amount equivalent to any

increase to the Contractor in the cost of relevant materials, labour, equipment hire or transport since the date upon which the Contractor's estimate, written, emailed or oral, was given, save that if this would increase the estimated price by more than 10%, the Client may cancel the Contract provided it does so before the Works are begun, any relevant materials are ordered or any relevant equipment is hired.

3.3 The Contractor reserves the right to charge a fee for the collection of materials from its supplier. If the collection occurs whilst the Contractor is on site, the time taken will be treated as an addition to the Works and charged at the relevant rate. If the materials are ordered for subsequent collection and delivery, a charge may be made by the Contractor of £50 plus VAT, or more if collection of the relevant materials is more than 40 miles from Milton Keynes.

3.4 Any additionally required services in excess of the Scope of Works are charged in accordance with the Contractor's Price List, which specifies Contractor's labour hourly rates. Part hours worked are charged at the full hourly rate.

4) The Works

All descriptions and illustrations etc. contained in any catalogues, price lists and advertisements, or otherwise communicated to the Client, are intended merely to present a general idea of the Works and nothing contained in any of them shall form a part of the Contract.

5) The Price

The price payable by the Client is calculated as specified in paragraph 3 above. Unless otherwise stated, the price and all estimates provided by the Contractor are shown exclusive of Value Added Tax which will be payable in addition where properly chargeable.

6) Payment

6.1 The Client shall pay all invoiced amounts, in accordance with the Payments Schedule, within 7 days after the date of issue of the invoices.

6.2 The Contractor shall be entitled to interest on a daily basis on any amount not paid on the due date for payment from such due date until payment in full at 8% above the Bank of England base rate at the relevant time.

6.3 The Contractor shall not be required to issue or deliver any certificates, guarantees or other similar documents regarding the Works until payment has been made in full.

7) Commencement and Completion Dates

Dates specified for the commencement and completion of the Works are estimates only and time shall not be of the essence of the Contract except as provided in paragraph 16 below. Whether the terms of paragraph 8 are not satisfied, the Contractor reserves the right to review the completion dates for the Works.

8) Inspection of Works

The Client shall inspect the Works as far as it is reasonably possible to do so immediately upon their completion, but no later than 3 days after the completion, and if it considers that the Works or any part thereof are not in accordance with the Contract, it shall within 7 days from the date of inspection give detailed notice in writing thereof. In the absence of any such notice, the Works shall be conclusively presumed to be complete and free from any defect which would be apparent on reasonable examination.

9) Indemnity

The Client shall indemnify the Contractor against all actions, suits, claims, demands, losses, charges, costs and expenses which the Contractor may suffer or incur in connection with a claim by any third party resulting from a breach of the Client's obligations, undertakings, representations and warranties in connection with this Contract.

10) Whole agreement and Exclusion of liability

These terms set out the Contractor's entire liability in respect of the Works and the Contractor's liability under them shall be in lieu and to the exclusion of all other warranties, conditions, terms and liabilities, expressed or implied, in respect of the Works and the quality thereof.

11) Limitation of Liability, and Liability of the Contractor

The Contractor's liability shall be limited to:

11.1 the repair or making good of any defect pursuant to its undertaking in paragraph 13 below and subject always to paragraph 8 above;

- 11.2 liability for death or personal injury resulting from negligence in the course of carrying out the Contractor's duties, and
- 11.3 the reasonable costs of repair or reinstatement of any loss or damage to the Client's property if such loss or damage results from the Contractor's negligence or that of its employees, agents or sub-contractors and the Client incurs such costs.

12) Access

The Client shall provide clear access to enable the Contractor to undertake the Works and will make all necessary arrangements with the proper persons or authorities for any traffic controls and signals or other permits or permissions required in connection with the carrying out of the Works. The Client will at all times provide a safe working environment for the Contractor and its employees, agents and sub-contractors for the purposes of carrying out the Works. Where applicable to drainage works, the Client will provide, if possible, a plan showing drain layouts. If this is not available, the Contractor reserves the right to render additional charges at the relevant applicable rate if blockages occur in drains not covered by the specifications or if it is necessary to trace unidentified drains to complete the Works. The Client must obtain any permission for the Contractor to proceed over property belonging to third parties if this is necessary for the proper execution of the Works and shall obtain any permission necessary to carry out work on property belonging to third parties. The Client shall indemnify the Contractor against all claims of whatsoever nature made by third parties arising out of the presence of the Contractor its employees, agents or sub-contractors on the Client's property save where such claim results directly from negligence on the Contractor's part. The Client shall be liable to the Contractor for all loss or damage whether direct, indirect or consequential which is suffered by the Contractor as a result of failure or delay by the Client in performing the obligations referred to above.

13) Defects

Subject to paragraph 8 above and the exclusions listed below, the Contractor undertakes to repair or make good any defect in completed work which appears within six months of completion of the same and which is notified by the Client in writing to the Contractor within such period to the extent that such defect arises from a breach of the Contractor's obligations under this Contract. This undertaking shall only apply to work carried out and completed and invoiced by the Contractor and which is paid for by the Client by the due date for payment ascertained in accordance with paragraph 6 above. If the Contractor returns to the site at the Client's request to review a claim under this undertaking and it transpires that the defect had not arisen as a result of a breach of this Contract on the part of the Contractor, the Contractor reserves the right to charge the Client for the visit at its standard rate as per paragraph 3 above. The Contractor reserves the right not to carry out any work under this paragraph 13 where the Client cannot evidence that the work was originally carried out and completed by the Contractor or where payment has not been made in full for such work. Exclusions are:

- Systems or structures not installed by the Contractor.
- Defects in systems, devices, materials and components manufactured by third parties.
- Any recall arising from circumstances or factors known to the Client but not notified or disclosed to the Contractor prior to the work having been undertaken.
- Defects resulting from misuse, willful act, or faulty workmanship by the Client or anyone working for or under the direction of the Client.
- Structural defects encompassing but not limited to subsidence and its resultant effect.
- Damage to drainage systems caused by root penetration or any other outside force.
- Any roofing work where the Contractor advises that the overall condition of the roof is poor and is in need of more extensive work and the work to be undertaken involves less than 20% of the area of the roof.

14) Excusable delays

The Contractor will use all reasonable endeavors to carry out the Works on the agreed dates but shall not be under any liability to the Client if it should be either impossible or impracticable to carry out the Works on the agreed dates or at all, including without limitation, strike, lock out, industrial dispute, accident, epidemics, Act of God, bad weather, any regulation, rule or act of any Governmental agency, or any other event or occurrence beyond the Contractor's control.

15) Client's Liability

The Client shall be liable for:

- Any loss, damage or injury, whether direct or indirect or consequential, resulting from failure or delay in the performance of the Client's obligations under these terms.
- Providing all necessary power and a clean water supply for the Contractor's use in the execution of the contracted works.
- The safety of both plant and machinery belonging to or hired in by the Contractor or its employees, agents or sub-contractors and shall indemnify the Contractor against its loss, theft or damage.

16) Cancellation

16.1 If the Client cancels the Contract without the Contractor's consent, the Client shall indemnify the Contractor against all loss, damage, claims or actions arising out of such cancellation unless otherwise agreed in writing, and for the avoidance of doubt any such cancellation is without prejudice to the Contractor's right to payment in accordance with paragraph 6 above.

16.2 If the Client wishes to cancel an appointment for a visit by the Contractor, the Client will incur a cancellation fee of £50 (plus VAT) unless it does so more than two hours prior to the time scheduled for the appointment.

16.3 If the Client cancels work to be undertaken pursuant to a quote or price estimate accepted by the Client, subject to paragraph 3.2 above the Client will be liable for a cancellation charge of 5% of the price if the cancellation is made less than 14 days prior to the specified commencement date for the Works, 10% of the price if the cancellation is made less than 7 days prior to the said specified commencement date and 20% of the price if the cancellation is made less than 2 days prior to the said specified commencement date.

17) Removal of Waste Materials

Unless agreed in writing between the parties, the Client will be responsible for the removal from site of all waste materials resulting from the Works.

18) Waiver, Variation etc.

No waiver by the Contractor of any breach by the Client shall operate as a waiver of any preceding or subsequent breach by the Client. No variation shall be effective against the Contractor unless sanctioned in writing by the Contractor. No forbearance or delay on the Contractor's part shall prejudice the Contractor's rights and remedies under this Contract.

19) Risk and Title

19.1 Risk in products, goods, systems and materials and any part thereof shall pass to the Client upon delivery and the Client shall insure that it has in place sufficient insurance cover for its replacement.

19.2 Title to products, goods, systems and materials shall pass to the Client upon receipt by the Contractor of full payment.

19.3 Throughout the duration of this Contract the Contractor's Equipment located on the Client's site shall be at the Client's risk.

19.4 The Client acknowledges that it acquires no legal or beneficial ownership of the Contractor Equipment whatsoever.

19) Advertising

The Contractor may make references to a Client's Contract, scope and nature of Works, use drawings, pictures and photographs, within any proposal to further Customers, provided only fundamental facts are divulged and not proprietary or confidential information.

20) Capacity to Contract

Where the Client is a partnership the signatory for the Client hereby represents and warrants that it is acting as agent for the other partners and shall be deemed to have executed this Contract on his own and their behalf, and the partners shall be jointly and severally liable in respect of this Contract.