

## TERMS AND CONDITIONS OF CONTRACT

1. All quotations are made and all orders are accepted subject to the following Terms and Conditions and to those appearing on the front of this form. No agent of Sampson & Partners Fencing (hereinafter called The Company) is authorised to vary or add to the sum by way of condition, warranty or otherwise, unless confirmed by The Company in writing. This condition shall apply notwithstanding any condition expressed or implied on clients' orders.

### 2. SITE

- (a) All lines and levels are to be provided by the Client. Where no existing line is present the proposed line must be clearly indicated with pegs before our Erectors arrive on site. Failure to comply will incorporate day work charges.
- (b) To ensure no boundary disputes, it is the responsibility of the owner to agree with any appropriate neighbour the exact line and location of the boundary and that this should be defined prior to work being carried out on the site.
- (c) All surplus materials delivered to site shall remain the property of The Company.
- (d) Please note the breaking out for posts holes etc or ducting at any time shall be deemed to be of no greater depth than 600mm and shall **not** include for any form of steel reinforcement unless our Company has been notified in writing prior to attending site. At all other times this will be deemed to be an **extra over cost**.

### 3. PRICE

- (a) Prices quoted or agreed shall be subject to revision by The Company in the event of any increases beyond The Company's control in prices charged by manufacturers or the cost of transport or in wages negotiated nationally or locally in respect of any section of the engineering, building and construction trades.
- (b) No claim or contra-charge shall be allowed unless agreed by The Company in writing before being incurred.
- (c) Our price assumes clear access to the fence line for our vehicles and Erectors.
- (d) Our price assumes normal ground conditions, ie hand dig quality with no hard obstruction.
- (e) Current day work rates will be charged when applicable.
- (f) Our price is open for acceptance for 60 days from quotation unless otherwise agreed.
- (g) Unless otherwise agreed, terms of payment are settlement within 14 days from the date of Invoice.
- (h) The Company reserves the right to charge interest at 5% over current base rate on overdue accounts.
- (i) The prices quoted are subject to confirmation of site conditions by our Company if this work quotation is not based upon a previous site visit.

### 4. CANCELLATION

All materials procured by us for a specific contract prior to cancellation will have to be paid for in full plus any additional costs incurred.

### 5. INSURANCE

Our insurance cover is £5,000,000.00 only and should additional cover be required any additional cost would be passed on to the Client.

### 6. SPECIFICATION

- (a) If the Client is dissatisfied with the quality of materials or workmanship he shall notify the Head Office of The Company within seven days of completion or delivery, where upon arrangements will be made for a representative from The Company to inspect such goods.
- (b) Any variations from the original specification requested by the Client, or qualified by ourselves, must be authorised by the appropriate priced variation order in writing.
- (c) With regard to timber products, all soft wood/timber supplied by our Company has been pressure impregnated prior to delivery to site and is from sawn timber fencing quality unless otherwise stated.
- (d) Please note that since timber is a natural product we cannot be held responsible for any warping, twisting or cracking.

### 7. FORCE MAJEUR

- (a) The Company shall not be liable for any delay in delivery or erection of, or any damage to materials caused directly or indirectly by any of the following: strike, lock-outs, combinations of workman or other labour disputes, war, riot or civil commotion, fire or explosion, inclement weather, late or non-delivery by manufacturers, shortage or non-availability of materials, accidents howsoever caused, or any other event beyond The Company's control.
- (b) Responsibility will not be accepted for damage to general underground services, eg Drain, Water Supplies, Electricity, Telephone, Ducts, etc or any direct or indirect consequential losses arising therefrom.

### 8.1 TITLE

No Title or interest in materials supplied by the Company shall pass until payment of all invoices has been received in cleared funds.

8.2 All materials supplied by the Company shall be held as bailee on the following terms:

- (a) The Company may at any time require the Client to store materials as supplied separately.
- (b) In the event of non-payment, or non observance of the provisions of this clause 8, the Company may enter the premises of the Client or any third party on which the materials supplied are located to recover and repossess such materials.

8.3 It is agreed between the Company and the Client that the materials will not become affixed to any land upon which they are erected and may be detached by the Company in exercise of its rights under clause 8.2 (b)

9. We will not be held responsible for any disputes, legal actions, repairs and costs which are incurred due to a failure by the Client to comply with the above conditions. Any additional costs incurred by us due to a breach of the above conditions will be passed on to the Client.

10. If any of the Terms and Conditions is deemed to be unlawful, or for any reason unenforceable, then that term shall be deemed severable from these Terms and Conditions and will not affect the validity and enforceability of any remaining Terms and Conditions.

**11. URGENT: IT IS THE RESPONSIBILITY OF THE CLIENT TO IDENTIFY ALL UNDERGROUND SERVICES BEFORE THE COMMENCEMENT OF WORK.**