

TERMS AND CONDITIONS

1. Except expressly agreed, Fields (Reading) Ltd (hereinafter called the Company) shall provide all labour, materials and equipment necessary for the proper execution of the work. Every care will be taken in the use and fixing of materials of goods (if any) to be supplied by the customer but no responsibility for their suitability or for damage caused to them during fixing is accepted.
2. Sound materials suitable for their respective purposes will be used, but are supplied subject to any conditions of sale attached thereto by the manufacturer or supplier. In the event of any materials proving faulty the Company's liability for making good is limited to such amounts may be recovered from the manufacturer or supplier, and to be liable for any other faults.
3. The word 'prime cost' or 'p.c.' where used in the estimate or specification indicate the net amount proposed to be paid by the Company to merchant or manufacturer for the supply and/or fixing of the item concerned. Should the net amounts in fact payable by the Company in respect of prime cost or p.c. items prove to be higher or lower than the price cost or p.c. amounts the difference shall be added or deducted from the quoted price.
4. The words 'Provisional sum' where used in the estimate or specification indicate the amount included therein to cover a specific item of work and the estimate is subject to adjustment by substitution for the provisional sum, where the item of work is carried out by a sub-contractor, the amount payable to such sub-contractor plus a supervisory charge not exceeding 5% or where the item of work is carried out by the Company at a price to be agreed therefor or in accordance with the 'Definition of Prime Cost of Daywork carried out under a contract' plus the percentage additions quoted by the Company.
5. The value of any variation of the work included in the estimate ordered and authorised by the customer, whether by addition, omission or substitution of any work should wherever practicable be agreed before the variation is carried out. The value of all variations shall be added to or deducted from the price stated in the estimate.
6. Defects which exist at or may appear within 3 months from the completion of the works if proved to arise from workmanship or materials not in accordance with the estimate will be made good by the Company at its own cost. Notice in writing of such defects must be given to the Company before the expiry of the period stated.
7. Irrespective of any insurances taken out by the Company the customer should advise his insurers that works are being carried out on his property and satisfy himself that he is adequately covered by insurance against loss or damage by fire or other risks arising out of and during the progress of the operations. Unless otherwise expressly agreed the Company is not liable for loss or damage by fire or any other risks to the works, materials on site or any property of the customer.
8. The date agreed for completion and the price stated in the estimate are subject to alteration in the event of delays occurring through inclement weather, strikes or lockouts affecting the Industry, additions or variations to the works described in the estimate or any causes beyond the Company's control including delays by other contractors or sub-contractors in completing their works on site.
9. **Payment shall become due within 14 days upon the submission by the Company of a final account, following the completion of the works. Where the period for completion of the work exceeds 1 month, arrangements for interim or stage payments will be agreed before the commencement of the works, if not agreed, payment will be made within 14 days of submission of invoice.**
10. The price stated in the estimate is exclusive of Value Added Tax. In addition to the total amount payable to the Company under the foregoing conditions, the Customer shall be liable to pay the Company such further amount, if any, as is equal to the VAT properly chargeable by H.M. Customs & Excise on the Company under the law on VAT in respect of the supply by the Company to the Customer of the goods and/or services included in the estimate (or in any variation thereof).
11. The estimate is valid for 3 months from the date overleaf and is subject to possession of the site being given to the Company within 3 months of the said date.
12. Any dispute or difference arising out of the execution of the work is to be referred upon the application of either party to a person to be nominated by the N.S.C.C., whose decision shall be final and binding on the parties.
13. Where works are carried out the extent of preparation is to be agreed before the commencement of the works and if not agreed shall be at the discretion of the Company.
14. For new work, any making good exceeding "one-eight inch" is the responsibility of the Customer. The preparation of sub-standard timber/metal/plaster is subject to negotiation and if not agreed before the commencement of the works shall be at the discretion of the Company.
15. All works to be carried out by the Company included in the estimate and any variations thereof shall be carried out during two visits to the site by the Company and its own workmen or agents, and there shall be no other visits to the site by the Company and its workmen or agents unless specifically agreed before the commencement of the works.
16. Fields (Reading) Ltd to have clear and reasonable access to areas so that the works may be carried out in a particular and economical manner.

SPECIAL CONDITIONS (If any)