



TERMS AND CONDITIONS

- 1) The order for the works is to be a Standard Form of Subcontract, without domestic amendments but subject to the items listed below.
- 2) The prices are strictly Nett, exclusive of VAT, and subject to re-measurement, unless lump sum price stated.
- 3) Where we are required to lay on surfaces not previously prepared by ourselves, the surface on which we are to lay will be checked by the Surveyors before laying commences. Should this show on average the need for a greater compacted thickness than that given in our quotation then we would require an additional payment for any such additional thickness.
- 4) This quotation assumes a Fixed Price unless stated otherwise, with the exception of any changes in Tax, or any cost incurred due to increases in bitumen.
- 5) The whole of the works will be carried out to a programme of works agreed before acceptance of any order.
- 6) All our works will be carried out within a 10-hour daytime working window Monday to Friday. Should we be instructed to work outside this period, or if this period is in any way restricted, we would require reasonable additional payment.
- 7) The foundations provided by the Client will support our fully laden delivery vehicles and standard laying equipment without deformation.
- 8) Our prices assume that all planing and preparatory works (other than those for which we have supplied rates) will be carried out by the Client unless stated within our quotation.

9) The Client will provide and maintain a suitable form of level control to enable our surfacing to be laid within suitable tolerances. The accuracy of this “level and alignment” will be the responsibility of the Client.

10) Our prices DO NOT INCLUDE for any Testing, Coring or Sampling of supplied or laid materials. Should you require these works, they will be charged as a variation.

11) Our prices assume that all ironworks within the area to be surfaced will be left at “Biscuit” level until AFTER the laying of the Road Base and Base Course layers.

12) Our prices are based on adequate and suitable access and working space being provided and maintained for our standard laying machinery and fully laden delivery vehicles.

13) Our prices do not include for any tack coat or sealing grit at any level that may be required unless specifically stated in our item descriptions.

14) The maintenance and defects period shall be mutually agreed before acceptance of any order. Our liability for any defects, whether arising during such a period or otherwise, shall not extend beyond such a period in respect of each section of the works, unless agreed in writing otherwise. If none agreed a period of no more than 12 months shall apply.

15) Our prices assume that we will have access to water required for our laying machinery where possible.

16) Where multi layer construction is required and no edge constraints are provided, that sufficient width of formation will be provided to accommodate the full specified construction at widths sufficient to support the wearing surface.

17) We will not accept responsibility for the shedding of water if the surface gradients do not comply with the recommendations of British Standards, Specification for Highway Works, Local Authority specifications or sound engineering works.

18) We do not undertake to accept responsibility for work carried out to the requirements of the specification provided by yourselves if that specification should prove to be unsuitable for the purpose to which the completed work is subjected.

19) We are aware of our responsibilities under the Health and Safety Act 1974 and the Construction (Design and Management) Regulations 1994. We expect you to provide all necessary information to ourselves in compliance with these regulations.

20) We will not be responsible for failure to perform, which may be due to, or result from (whether directly or indirectly), any causes or circumstances beyond our control, and without limiting the generality of the foregoing, such cases or circumstances shall extend to any Act of God, any War Hostilities (whether War be declared or not), Invasion, Act of Foreign Enemies, Riot, Civil Commotion or Disorder, Rebellion, Revolution, Insurrection or Military or Usurped Power, any Strike or Lockout, a Fire, Accident. Breakdown of Machinery, any Shortage of Labour or Materials or Spare Parts.

21) The rates and prices in this quotation do not include for any Bond of Surety, Collateral Warranty.

22) Save as expressly laid out in writing and agreed between us, nothing in the agreement entered, or to be entered into between D&H Saunders and yourselves confers or is intended to confer on any person who is not a party to the said agreement any right and/or benefit pursuant to the Contracts (Rights of Third Parties) Act 1999.

23) D&H Saunders's liability, if any, to any Third Party in respect of any agreement entered into or to be entered into between D&H Saunders and yourselves shall be no greater than if the said Third Party was named as the Client in any relevant contract documents.

24) D&H Saunders reserves the right to recover all costs relating to the recovery of overdue debts and/or any litigation that may follow. The company reserves the right without incurring any liability whatsoever to refuse to execute any order (or part thereof) at our discretion and if the arrangements for payment are, or the Customers' credit status is in the Company's opinion insufficient or not satisfactory, to refuse to perform (or continue to perform) any order for the Customer whose account (or part thereof) is, or becomes overdue for payment in relation to the Company's standard trading terms, unless varied in writing and agreed.