

Charles Evans Shopfitters Limited
STANDARD CONDITIONS OF TRADING

(A) INTRODUCTION

(i) In these Standard Conditions of Trading the following expressions shall have the prescribed meaning as follows:

'Charles Evans Shopfitters Ltd shall mean the party providing the quotation / invoice.
'Customer' the party to whom the quotation / invoice is addressed.
'Contract Sum' the sum set out in the quotation / invoice.
'Works' that described on the quotation / invoice and / or specification and / or drawings.

(ii) This quotation / invoice is based on the following conditions of trading, which conditions shall be deemed to be incorporated in any contract based upon this quotation / invoice to the exclusion of all other terms and conditions whatsoever (except as otherwise agreed in writing expressly referring to these conditions between the Customer and Charles Evans Shopfitters Ltd). Any quotation is open for acceptance only by the written Order of the Customer within 30 days of the date of the quotation.

(iii) For the avoidance of doubt, all Works undertaken in connection with any quotation, and subject to these conditions, shall be deemed to be "construction operations" within the meaning of S105 of Part II of the Housing Grants Construction and Regeneration Act 1996 (hereinafter the "HGCRA 1996") and thereby the contract referred to in sub-clause A(ii) above shall be deemed to be a "construction contract" for the purposes of the HGCRA 1996.

(B) DRAWINGS The plans, drawings, specifications and samples submitted by Charles Evans Shopfitters Ltd (whether before or after making of a contract) are the property of Charles Evans Shopfitters Ltd to be used by Charles Evans Shopfitters Ltd only. They may not be used by the Customer or reproduced, or communicated to a third party without Charles Evans Shopfitters Ltd's written consent.

(C) VARIATIONS

(i) Where a specification is provided, in the case of any discrepancy between drawings and specification, the specification shall prevail. In the case where the quotation differs from the specification and/or drawings the quotation shall prevail.

(ii) Subject to sub-clause C(i), the quotation, specification and drawings describe the Works allowed for, and variations caused by the requirements of Local Authorities or Surveyors or by physical conditions on site which were not known to Charles Evans Shopfitters Ltd at the date of quotation / invoice or by changes in the Customer's instructions will be charged or credited for appropriately. The Contract Sum shall be adjusted accordingly.

(iii) Charles Evans Shopfitters Limited agrees to complete the Works within the time stated in the quotation or within any extended time pursuant to sub-clauses H(i) and/or K(vi) below. Overtime work at the Customer's request to complete the Works within the time stated in the quotation / invoice or the time so extended may be subject to extra charge which will be added to the Contract Sum.

(D) MATERIALS

(i) In so far as Charles Evans Shopfitters Ltd interprets the Works and/or selects materials in connection with the quotation / invoice, or in connection with variations thereto, Charles Evans Shopfitters Ltd warrants to the Customer that Charles Evans Shopfitters Ltd has exercised reasonable skill and care in the preparation of such interpretations and the selection of such materials insofar as the use or purpose of the Works has been made known to Charles Evans Shopfitters Ltd by the Customer or should otherwise have been reasonably known by Charles Evans Shopfitters Ltd.

(ii) Charles Evans Shopfitters Limited gives no warranty as described in sub-clause D(i), or at all, in respect of designs, products or materials which have been supplied and/or specified by the Customer and which are referred to in the quotation / invoice.

(iii) Charles Evans Shopfitters Limited will endeavour to match materials, which vary in figure, colour and/or texture, but samples submitted must only be taken as a fair example of the bulk (eg marble, granite, timber, anodised metal etc. . .).

(iv) Any existing structures or materials on the site replaced by new work will be taken away and will become the property of Charles Evans Shopfitters Ltd unless agreed otherwise in writing.

(E) INSURANCE The risk in all materials and products, which are both delivered to the site and intended to be incorporated in or form part of the Works shall pass to the Customer upon delivery. The Customer shall, in the joint names of the Customer and Charles Evans Shopfitters Ltd, insure the Works, all materials delivered and intended for incorporation therein and the premises within which the Works are performed, for the full reinstatement value thereof in the event of loss or damage howsoever caused, including the cost of securing the premises and/or the Works and removing debris etc.

(F) OWNERSHIP The property in any materials and products, which are delivered to the site by Charles Evans Shopfitters Ltd, shall not pass to the Customer unless and until the Customer pays Charles Evans Shopfitters Ltd for such materials and products.

(G) FIXING FACILITIES (SITE) The Customer shall provide Charles Evans Shopfitters Ltd with full free and uninterrupted access to the site at all times and shall provide on site, without charge, an adequate supply of water and electricity during the process of the Works and secure facilities for the storage of plant and materials necessary for carrying out the Works. Any delays, extra work or costs or losses caused as a consequence of the failure for any reason of the Customer to provide such access, supply or facilities shall be charged to the Customer as an addition to the Contract Sum.

(H) LIABILITIES Charles Evans Shopfitters Ltd shall not be responsible for loss or delay resulting from causes outside his control (including but without limitation, strikes, lock-outs, "working to rule") and the Works may be partially or wholly suspended upon notice being given by Charles Evans Shopfitters Ltd

until the dislocation in working is ended. The time for completion of the work shall be extended by the time of any suspension and any loss or expenses arising therefrom shall be borne by the Customer and paid to Charles Evans Shopfitters Ltd by the way of an addition to the Contract Sum.

(J) DEFECTS AFTER COMPLETION (AND LIABILITY) Subject to sub-clauses (D)(i) and (ii) above, should any defects arise which are due to faulty materials supplied or workmanship carried out by Charles Evans Shopfitters Ltd and/or his sub-contractors they shall be rectified by Charles Evans Shopfitters Ltd without charge provided that notice of such defects shall be given in writing by the Customer to Charles Evans Shopfitters Ltd within 14 days of discovery of the defects and in any event within 3 calendar months of practical completion of the work.

(K) PAYMENT

(i) Subject to interim payments under sub-clause K (ii) below, Charles Evans Shopfitters Ltd shall be entitled to invoice for the Contract Sum (as duly adjusted under these conditions) as soon as practicable after completion of the Works or after handover of the substantial part of the Works to the Customer, whichever is the earlier. The final date for payment thereof shall be 14 days from the date the invoice is received by the Customer.

(ii) For Works planned or extending over a period in excess of 4 weeks, including preparation Works off site prior to commencement of Works on site, Charles Evans Shopfitters Ltd shall be entitled to raise invoices for interim payment of portions of the Contract Sum (as duly adjusted under these conditions). Such invoices may be issued at not less than fortnightly intervals. The final date for payment thereof shall be 7 days from the date the invoice is received by the Customer.

(iii) In respect of sub-clauses K (i) and (ii) above, the amount invoiced shall be deemed to be the amount due for the purposes of this clause K.

(iv) If the Customer intends to withhold a payment, in whole or in part, from amounts due in respect of each quotation / invoice after the final date for payment thereof, the Customer shall give notice to that effect not less than 4 days prior to the said final date for payment in each case. The notice shall state the amount proposed to be withheld and the ground for withholding payment or, if there is more than one ground, each ground and the amount attributable to it. If the Customer shall fail to give such notice of withholding payment the Customer shall pay the amount due in full.

(v) Without prejudice to any other rights or remedies Charles Evans Shopfitters Ltd may possess, if the Customer fails to make a payment in accordance with this clause K by the final date for payment thereof Charles Evans Shopfitters Ltd shall be entitled, subject to 3 days prior written notice, to suspend the undertaking of the Works until the Customer shall make such payment. The time for completion shall be extended accordingly and any loss and/or expenses arising therefrom shall be borne by the Customer and paid to Charles Evans Shopfitters Ltd by the way of an addition to the Contract Sum.

(vi) Without prejudice to any other rights or remedies Charles Evans Shopfitters Ltd may possess, in the event of non-payment or late payment Charles Evans Shopfitters Ltd shall be entitled to interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and all subsequent amendments thereto and Orders issued thereunder.

(L) TERMININATION In the event of the Customer's premises being destroyed or substantially damaged by fire, the Customer shall be at the liberty to terminate the contract by written notice to Charles Evans Shopfitters Ltd upon paying Charles Evans Shopfitters Ltd the value of the Works actually executed and materials and products supplied or appropriated to the contract and any loss and/or expense caused to Charles Evans Shopfitters Ltd.

(M) TERMS This quotation / invoice is net and does not allow for any discount, trade or cash, except as may be expressly specified therein. Unless specifically stated to be given on a "fixed price contract" basis, quotation / invoices are based on current prices of materials and products, current wage rates as nationally agreed, employment conditions and statutory liabilities. Increases or decreases of the Contract Sum will be made for changes which occur to the forgoing current prices either before the commencement of the Works or during its progress. Charles Evans Shopfitters Ltd shall furnish evidence of changes in the prices of materials and products and/or labour if required by the Customer. If the quotation is given on a "fixed price contract" basis then the Contract Sum will be increased or decreased to take account of changes in Charles Evans Shopfitters Ltd's statutory liabilities notified and taking effect after the date of the contract and before practical completion of the Works.

(N) VAT All references to the "Contract Sum" in these conditions are references to such sum exclusive of any tax and the customer shall pay to Charles Evans Shopfitters Ltd any tax properly chargeable by the Commissioners of H M Customs & Excise on the supply to the Customer of any goods and services by Charles Evans Shopfitters Ltd under this contract.

(P) ADJUDICATION Should any dispute or difference arise between the parties under the contract then either party shall have the right to refer that dispute or difference for adjudication to an Adjudicator to be appointed by the Association of Independent Construction Adjudicators all in accordance with the Section 108 of the HGCRA 1996 or any revision thereof. Such an adjudication shall be conducted under the Adjudication Rules of the Association of Independent Construction Adjudicators for the time being in force at the date of Notice of Adjudication there under