
Terms & Conditions of Business

The following standard conditions of contract apply to all work carried out by SJT Construction (IW) Ltd unless specifically amended in writing by SJT Construction (IW) Ltd prior to the commencement of work.

An instruction to carry out work, whether written or verbal, shall be taken as acceptance of these terms and conditions unless the work is subject to another written contract, the terms of which supersede these.

Definition and basis of pricing.

From here on SJT Construction (IW) Ltd shall be referred to as "the company".

The Customer will be referred to as "the client". The client is the person, company, authority or other body who instructs SJT Construction (IW) Ltd to carry out the work. The contract is between client and SJT Construction (IW) Ltd.

An estimate is an approximate price, calculated with reasonable care from available information at that time, which may be given as a range or percentage variation. It constitutes an offer to do the work within the price range. This will be used where an exact price is not required or is not possible to give due to lack of information.

A quotation is an offer to the work specified as quoted. Once a quotation is accepted by the client, either in writing or verbally, it is to be taken as a contract between the company and the client.

A specification will be prepared from the information supplied by the client. This specification is the basis of the contract and the clients are advised to check the schedule carefully to ensure that it is what they require.

Payment

The payment terms unless otherwise stated in the proposal is weekly for the work completed in that particular week.

The payments made shall be in sterling without deductions.

Payment is due in full 14 days from date of invoice.

Local authority and specialist fees are to be paid by the client either directly or if paid on your behalf will be included on our invoice. Our fees are not dependant on approvals granted, refunds will not be given.

Materials supplied shall remain the property of the company until invoices are paid in full.

Payment of 20% deposit is required prior to works starting (unless otherwise stated).

Late Payment

SJT Construction (IW) Ltd shall be entitled to charge interest on any amounts outstanding after the 14 day period for payment (both before and after judgment) at the rate of 8.5% above the national base rate of interest for the time being in force. This is in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as requested by the Late Payment of Commercial Debts Regulations 2002. SJT Construction reserves the right to stop acting for you if any of the invoice or request for payment is not paid promptly.

Validity & Time Charge Costs

The proposal is valid for 28 days from date of quotation. Hourly rates are currently £40.00 for all drawing works, etc and £15.00 for all construction works. Time is charged in 15-minute units. Charges include time spent in meetings with you and others, correspondence, research and working on and preparing all works associated with your project and traveling to and from site including site visits. This is applied to drawings work if more than one drawings change is required, or on construction works on anything out side of the contract in place at the time.

Conditions

The price is based on normal working hours 08:00am to 05:00pm Monday to Friday, unless otherwise stated or agreed with the client.

Prices do not include any charges by utility companies unless otherwise stated.

No allowance for working outside the normal working hours unless otherwise stated.

No allowance for making good or redecoration unless otherwise stated.

No allowance for specialist equipment eg: access, cranes, unless otherwise stated.

All prices based on secure storage onsite for tools and materials and areas for parking company vehicles during working hours.

All rubbish and scrap material will be removed from site, by SJT Construction unless otherwise stated.

Variations

Unless otherwise stated in the estimate or quotation all variations in labour and / or material cost subsequent to date of estimate or quotation may be passed to the client.

The client shall detail variations or additional work required as early as possible. Ideally this will enable a price variation to be prepared and accepted. Instructions for work to proceed, before such acceptance, shall be required in writing and taken to mean acceptance of charges on time and material.

Should variations be necessary and the client is not available, whilst work is carried out in conjunction with other tradesmen, the work will be carried out in the manner we consider to best solve the problems and this will be chargeable.

Should it be necessary to vary the work, scope or specification the SJT Construction (IW) Ltd reserves the right to revise the contract value to reflect the changes. Any charges will be subject to SJT Construction (IW) Ltd hourly rates.

Specifications & Measurements

These must be checked and measured accurately and discrepancies are to be noted to SJT Construction (IW) Ltd in the first instance. SJT Construction (IW) Ltd retains the right to change specification to comply with any statutory requirements. The works are to comply with all statutory legislation in force at the time even if not specifically detailed on the documents or drawings.

Intellectual Property Rights

All intellectual Property Rights will remain, unless otherwise agreed in writing, the sole property of SJT Construction (IW) Ltd. All drawings and documents are copyright. The design and information contained therein remains the property of SJT Construction (IW) Ltd. They should not be copied, altered, or used for any other purpose, in any way without obtaining the consent from SJT Construction (IW) Ltd.

Clients Obligations

The client shall provide SJT Construction (IW) Ltd with all relevant information and documents that SJT Construction (IW) Ltd may reasonably require to enable it to provide the services in accordance with the terms & conditions of business. When access is needed for SJT Construction (IW) Ltd to carry out the works on the client's site(s) or other premises then the client must ensure that SJT Construction (IW) Ltd has access to such site(s) or premises.

It is the client's responsibility to confirm with service providers that the works will not impact on any main supplies, or easement requirements. SJT Construction (IW) Ltd are not responsible for checking the presence of main services on the site unless instructed to do so. Service providers plans usually carry a charge, which would be passed to the client. It is the client's responsibility to obtain and necessary party wall awards. If the project involves Robust Details & / or Building Warranties, it is the client's responsibility to ensure the relevant applications and notifications have been approved / given prior to works starting on site, unless otherwise instructed. The client should not start work on site until all the relevant approvals have been given. The client is responsible for appointing a CDM co-coordinator to advise them of their responsibilities for health & safety requirements on site where a project is notifiable to the HSE.

Client is to confirm any discrepancies and or issues from resulting works by SJT Construction (IW) Ltd 7 days following form completion of works or final invoice.

Confidentiality

All information given or received by either party will be considered by both parties to be confidential and shall not be divulged to any third party without written consent of the other party to this contact.

Professional Indemnity

SJT Construction (IW) Ltd maintains professional indemnity insurance cover of 1 million pounds sterling. If the client requires a hire level of cover or the fees are disproportionately low compared to the potential liability of SJT Construction (IW) Ltd reserves the right to impose a surcharge on the contract to cover the cost of increased insurance.

SJT Construction (IW) Ltd is not held accountable for any consequential loss, due to other parties or contractors.