



Terms and Conditions of Contract

Where **Automated Access Contracts LLP** is known as "the Contractor", or **AAC**. To engage AAC the following will apply:

Terms

All prices are subject to the addition of VAT at the appropriate rate ruling at the time of supply. Prices are valid for 30 days from the quotation date and the contractor reserves the right to reflect changes in costs. All prices are estimates and subject to change should site conditions differ to those expected under 'normal' circumstances.

Insurance

A certificate of Public Liability Insurance which shows the level of cover prevailing is available upon request.

Construction Industry Scheme

The contractor has gross payment status. Our UTR number is 7817242393. Please call our office to confirm payment details.

Variations

Variations will only be undertaken on receipt of written or e-mailed instructions, or by site signing our variation document that our engineers carry. Any additional work undertaken by site personnel will be charged at rates prevailing on the date of instruction.

Payment

- i) A part payment of 35% shall be payable on receipt of order
- ii) Final payment shall be payable 14 days after practical completion. Interest at the rate of 2% per month will be charged on overdue accounts.
- iii) Where work is split into several staged visits, interim payments will apply for materials and labour used on site, or made in readiness.
- iv) Should work involve an insurance claim, the contractor is to be paid direct by the client ordering the work.

Conditions of Contract

- i) The position of underground cables, pipes or other services must be drawn to our attention otherwise AAC cannot be held responsible for damage thereto. The customer shall be responsible for repairs to all equipment and services damaged, including AAC's contractors and servants.
- ii) Digging conditions: Where hidden concrete, hardcore, rock and like materials are encountered, an additional charge will apply to the original quotation, unless brought to our attention at the time of invitation to quote. Any resultant spoil will be removed unless specified otherwise by the contractor.
- iii) Timber materials: Whilst every effort will be made to supply satisfactory timber materials, the contractor shall not accept any liability for warp, shrinkage, splitting or any other movement in timber caused by temperature, humidity or any other weather condition. Steel framed wooden gates are available on request.
- iv) Where utilities need to be disconnected, or new utilities provided, the customer shall arrange for this to occur at his expense prior to commencement of work. If there are any delays to the contractor due to the customers or any other party's failure to arrange for the necessary disconnection or new utilities then any resultant costs borne by the contractor shall be passed onto and be payable by the customer.
- v) Acceptance of completed works (including practical completion): Unless notified of either defective materials or workmanship within a period of seven days of completion, possible remedial work shall be at the discretion of the contractor. If no such notice is received then it shall be presumed that the completed work has been accepted.
- vi) Standing time: When men are kept waiting and are unable to work on site due to non completion of works detailed as being completed before AAC arrive, or uncontrolled traffic flow exceeds 10 movements per day, this time will be charged at the current hourly rate.
- vii) The risk in the goods shall pass to the customer on delivery. Until full payment has been made, the title of goods and rights of access remain with the contractor.
- viii) Acceptance of this quotation involves acceptance of these Terms and Conditions and will lead to a binding contract between the parties. It should be noted that any cancellation, alternation or postponement by the customer entitles the contractor to claim for any loss or expense incurred as a result.
- ix) The contractor reserves the right to change these terms and conditions. Full current conditions are available from our offices.
- x) AAC cannot be held responsible for issues which predate our visits. System condition is something which we can not allow for, it is assumed all systems are in good condition until found otherwise.

These Terms and Conditions do not affect the customer's statutory rights.

Automated Access Contracts LLP has a zero-tolerance approach to bribery.

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