

Standard Terms and Conditions

1. General

- 1.1 All quotations are made and all orders are accepted subject to the following conditions.
- 1.2 Any order made by the Customer and placed with the Company following a tender or proposal given by the Company must be accepted in writing by the Company.
- 1.3 Any agreement, however made, between the Company and the Customer shall incorporate and be subject to these conditions (together referred to as 'the Contract')
- 1.4 The only terms of the Contract shall be these conditions and anything contained in the Company's tender, proposal or acknowledgement of order form which is expressly referred to as intended to be a term of the Contract. Any statement or representation made prior to the date of the Contract (which shall be the date on the Company's acknowledgement of order form) and in any other way is excluded as a term of the Contract. Any additional terms sought to be imposed by the Customer shall not be incorporated.
- 1.5 No variation shall vitiate the Contract and any variation will be carried out expressly subject to these conditions.
- 1.6 When an enquiry is made by way of a bill of quantity ("BoQ"), the BoQ must be accompanied by detailed finishing drawings provided by the Customer. Where it is not possible to provide such finishing drawings, the Company reserves the right to charge extra for all additional items (including labour and material) reasonably arising from the uncertainty caused at the time of acceptance of the BoQ by the Company (by way of its acknowledgement of order form).
- 1.7 Irrespective of any insurance taken out by us, the Customer should inform their insurer that construction works are to be carried out on the property and satisfy themselves that they are adequately covered by insurance

2. Prices

- 2.1 Prices shall be stated in the Contract along with the details of the goods and services to be provided.
- 2.2 Prices are subject to an increase where the cost to the Company of labour and materials changes between the date of any tender and the completion of work under the Contract due to the operation of any new laws (including, but not limited to, new regulations) which were not in force at the date of the tender. Such an increase in price shall be charged to the Customer as an adjustment to the price stated in the Contract.
- 2.3 Any variation to the Contract price occurring due to a variation of the quality, quantity or extent of the work due to instructions issued by the Customer must be paid for by the Customer.

3. Conditions related to the goods and services to be provided.

- 3.1 The Customer must ensure that adequate and generally acceptable conditions are provided for the Company to provide services under the Contract. This includes, but is not limited to, the provision of an adequate and generally acceptable damp-proof membrane on all floors at ground level or lower than ground floor level. It is also the Customer's responsibility to ensure that adequate testing for dryness of any surface upon which flooring is required to be installed by the Company has been undertaken. Where it transpires, after the price stated in the Contract has been provided, that a surface damp proof membrane is required, the cost of such membrane shall be the responsibility of the Customer unless otherwise agreed.
- 3.2 All floors will be laid square to the main walls and in one colour per material type unless otherwise specified in writing.
- 3.3 Many vinyl sheet and tile manufacturers recommend the application of a smoothing compound prior to the installation of their material. Where this is required, the cost of this is not included in the quotation and should be regarded as an extra if required. Furthermore, it should be noted that the standard thickness for a smoothing compound is not to exceed 3mm.
- 3.4 The costs incurred by way of abortive journeys to the site, which are aborted by reasons beyond the control of the Company, shall be charged to the Customer.
- 3.5 All reasonable care will be taken in the use and fixing of any materials or goods supplied by the Customer but in such circumstances no responsibility for their suitability or for damage to or caused by them during fixing is accepted.
- 3.6 In the event of there being an allegation of defective workmanship or material, notice in writing must be given as soon as possible to the Company at its head office.
- 3.7 It is the Customer's responsibility to ensure that the building is efficiently and properly ventilated and heated before, during and after laying of floors in order to prevent dampness affecting the works. No responsibility will be accepted by the Company for causes beyond its control.
- 3.8 No responsibility will be accepted for loss or delay arising by way of industrial action, adverse weather, fire, flood, or any other circumstances beyond the control of the Company.
- 3.9 Unless safe lockable storage is provided by the Customer, the responsibility for all goods delivered to the site shall pass to the Customer at the time of delivery. However, for the avoidance of doubt, the ownership of any such goods which were owned by the Company prior to delivery shall remain with the Company unless otherwise agreed.
- 3.10 The protection of the works is entirely the responsibility of the Customer, and the Company can accept no claims for damage to the works caused by others.
- 3.11 The Customer shall not claim for shortages or defects apparent on visual inspection unless:

3.11.1 the Customer inspects the goods within three working days of arrival at its premises or other agreed destination and

3.11.2 a written complaint is made to the Company within 14 days of receipt of the goods and

3.11.3 the Company is given an opportunity to inspect the goods and investigate any complaint before any use is made of the goods.

3.12 If a complaint is not made to the Company as clause 3.10 then the goods shall be deemed to be in all respects in accordance with the Contract and the Customer shall be bound to pay for the same accordingly.

3.13 In the event of the condition of the goods being such as might or would (subject to these terms and conditions) entitle the Customer to claim damages or to repudiate the Contract the Customer shall not do so but must first ask the Company to supply satisfactory substitute goods.

3.14 The Company shall be entitled to take back the defective goods and to supply satisfactory substitute goods free of cost and within a reasonable time.

3.15 The Customer shall be bound to accept such substituted goods and the Company shall be under no liability in respect of any loss or damage whatsoever arising from the initial delivery of the defective goods or from the delay before the substituted goods are delivered.

4. Floor surfaces & coatings

4.1 In the event of an existing floor with a presence of metallised polish products, natural or spirit based wax products, being known or unknown, the Company is not responsible whatsoever for the failure of any subsequent adhesion of water based or solvent based seal or lacquer applied by the Company or sub-contractor acting on behalf of the Company.

4.2 If these products are not installed by the Company, the Company can accept no responsibility whatsoever for the outcome of works as application is beyond our control, statutory rights are not affected.

4.3 The quotation assumes unrestricted site access, including off-loading of materials immediately adjacent to the areas of our site work.

4.4 The cost of off-loading materials is included in the quotation unless specifically excluded.

4.5 Provision of any ramped entrances/exits and all skirt edge detail will be the responsibility of the Customer or his agent.

4.6 All works depend on availability of labour and materials at time of order. The Company will not accept liability for delays caused as a result of late shipment by material manufacturers or delay caused by customs clearance.

4.7 The sub-floor is to comply with the requirements of BS8203 in respect of moisture content. The Company guarantee covers the installation of the specialist sports flooring only, and we cannot be held responsible for subsequent dampness that may become apparent at a later date.

4.8 Any extra materials requested in the execution of the Contract, and not allowed for on the quotation will be charged. These can only be added at the request of the Customer or their agent and will require a written instruction.

5. Damages

5.1 The Company reserves the right to discuss any requirement for liquidated and ascertained damages.

6. Retention of Title

6.1 The legal title to any materials delivered or provided under the Contract shall remain vested in the Company until payment for the materials, or work and materials, has been received by the Company. Failing receipt of such payment the Company may at any time recover the materials from site and the Customer hereby grants licence to the Company to enter any premises at reasonable times to do so.

7. Payment

7.1 Standard Payment/credit terms are fourteen days strict from date of invoice. Should the Customer not remit within the stated credit terms, the Company reserves the right to remove the credit status on the account, rendering all invoices as being due and immediately payable. In the event of the Company having to use the services of any third party to recover any overdue monies, then the Customer shall pay any fees incurred by the Company on an indemnity basis. The Company will be entitled to send an invoice to the Customer for those fees and the sum so invoiced will become due as debt. Interest will be charged at 8% over Bank of England Base rate.

7.2 The Company shall submit to the Customer an invoice for each instalment of fee, together with any supporting documents that are reasonably necessary to check the invoice. The invoice and supporting documents (if any) shall specify the sum that the Company considers will become due on the payment due date in respect of the instalment of the fee, and the basis on which that sum is calculated.

7.3 Payment shall be due on or before the due date as stated on our invoice.

7.4 All deposit payments are strictly non-refundable.

7.5 The Customer must serve a Payment Notice setting out the sum it intends to pay not later than 5 days after the due date.

7.6 Unless the Customer has served a Notice under clause 7.7, it shall pay the Company the sum referred to in the invoice sent in accordance with clause in 7.2 on or before the final date for payment of each invoice.

7.7 Not less than 7 days before the final date for payment (in this clause 7, the prescribed period), the Customer may give the Company notice that it intends to pay less than the notified sum (in this clause 7, a Pay Less Notice).



Any Pay Less Notice shall specify:

7.7.1 The sum that the Customer considers to be due on the date the Notice is served; and

7.7.2 The basis on which that sum is calculated.

7.8 If the Customer fails to pay an amount due to the Company by the final date for payment and fails to give a Payment Notice under clause 7.5 nor a Pay Less Notice under clause 7.6, interest shall be added to the unpaid amount from the final date for payment until the actual date of payment. This shall be calculated on a daily basis at the annual rate of 8% above the Base Rate of the Bank of England.

7.9 The amount the Customer is liable to pay shall be made clear by the submitting of an invoice by the Company to the Customer. In the event that payment of an invoice is not received within 14 days of the submission by the Company, the Company shall reserve the right to terminate the Contract without prejudice to the Company's right to recover payment for goods supplied to the Customer and for the work already completed under the Contract and without incurring any liability for any resultant, direct or indirect, cost or expense (but with the right to recover any losses incurred by it).

7.10 Following the Domestic Reverse Charge VAT rules brought into effect by HMRC from 1st March 2021, we assume that you, the customer, is an End User for the purposes of section 55A VAT Act 1994 reverse charge for building and construction services and we will charge VAT at the appropriate rate unless you inform us otherwise.

7.11 The Company reserves the right to make deliveries/and or services by instalments and to render a separate invoice in respect of each such instalment.

7.12 If the Company exercises its right to make deliveries/and or services in accordance with sub-paragraph 4.4 above, then any delay in the provision of such deliveries/and or services, or failure to deliver any further instalment or instalments, shall not entitle the Customer to reject the Contract or the delivery/service of any other instalment or to withhold payment in respect of any instalment previously delivered/served by the Company.

7.13 The Company shall use its reasonable endeavours to comply with any agreed written programme for the completion of the works in the Contract. In the event that the Company is delayed in the completion of the works or any part of the works due to the actions of the Customer, his Contractor or any sub-Contractor, the Company shall be entitled to be reimbursed the direct loss and expense incurred by him as a result of such delays.

7.14 No deductions or set-offs shall be made from payments due to the Company unless prior agreement has been made in writing.

8. Suspension

8.1 If:

8.1.1 Subject to clause 7.10, the Customer fails to pay in full the notified sum to the Company under this agreement by the final date for payment under clause 7; and

8.1.2 the Customer has not given a pay less notice complying with clause 7. The Company may suspend the performance of any or all of its Services and other obligations under this agreement by giving not less than seven days' notice to the Customer of its intention to do so and stating that ground of grounds on which it intends to suspend performance.

8.2 In the event of a suspension in accordance with this agreement, the Customer shall pay the Company:

8.2.1 a reasonable amount in respect of costs and expenses reasonably incurred by the Company as a result of any exercise of its right referred to in clause 8.1; and

8.2.2 (taking into account any sum paid under clause 8.2.1.) any adjustment to the Fees due under the Contract, and such payment shall be the Company's sole compensation for suspension of its Services and obligations under this agreement.

9. Disputes

9.1 Subject to either party's right to adjudicate at any time, the parties shall use their reasonable endeavours to resolve any dispute or difference between them through negotiation or mediation.

9.2 Notwithstanding any other provision of this agreement, either party may refer a dispute arising under this agreement to adjudication at any time under Part 1 of the Scheme for Construction Contracts (England and Wales) Regulations (as amended), which Part shall take effect as if it was incorporated into this clause.

9.3 The adjudicator shall be one of the following: a person agreed between the parties and, in the event that no agreement is reached, an adjudicator nominated by the Association of Independent Construction Adjudicators shall be appointed.

10. Law

10.1 Schedule summarising obligations derived from the Housing, Grants, Construction & Regeneration Act 1996. These terms reflect terms of the Act and should be read in conjunction with the Roger Hyde Limited Sales Agreement.

10.2 Where there is any difference between these terms and the Sales Agreement the latter take precedence to the extent permitted by the Act and the law generally.

10.3 This Contract shall be deemed to be governed in accordance with English Law.

10.4 Where matters have not been dealt with in the Contract, the applicable terms of the Housing, Grants, Construction and Regeneration Act 1996 (as amended, the "Act") apply. In particular the terms of the Act relating to Payment, Suspension and Dispute Resolution are incorporated. A schedule summarising these terms is available from the Company upon request.