



## GENERAL CONDITIONS OF CONTRACT

**DEFINITIONS.** In these conditions the following expressions shall have the meanings hereby respectively assigned to them, that is to say:

(a) "the company shall mean Roshal Space Consultants Ltd (unless the context forbids) includes the Company's servants and agents and any other person or persons carrying out under a sub-contract with the Company.

(b) "Customer "shall mean the customer who contracts for services to be provided by the Company.

An offer by the Customer on the basis of our quotation is deemed to imply the acceptance of these conditions by the Customer and all other conditions whether imposed by statute or otherwise are excluded in so far as the law permits them to be excluded and in particular these conditions shall prevail over any standard terms or conditions submitted or proposed by the Customer

All quotations given by the Company are estimates based upon our information at the time of giving the quotation. The acceptance of any order resulting from quotation will be subject to these conditions and the Company reserves the right to amend or retract any quotation at any time before a binding contract is concluded by the Company's acceptance (either expressly or impliedly) of such order which order shall be deemed to be a contractual offer and not the acceptance of an existing offer Value Added Tax at the appropriate rate or rates shall be added to the amount payable by the Customer and any quotation given by the Company shall be exclusive of Value

Added Tax unless the contrary is clearly stated.

Liability in respect of any defect in or failure of work done by the Company or for any loss, injury or damage thereto is limited to making good by repair of defects in the Company's work which upon proper use appear therein to arise solely from faulty workmanship or materials supplied by the Company and notified to the Company in writing by the Customer within six calendar months after the section of the work in which the defect arises has been completed. In the case of defects or failures arising from faulty materials used by the Company in compliance with the Customer's specification the Customer is to be entitled only to such benefits and remedies as the Company may receive from the supplier of the materials. In no circumstances will the Company be responsible for any loss of profit or other consequential loss. The Company's total liability for the cost of repairs including their normal overhead proportion is not to exceed the value of that section of the original Contract Sum. Any services and facilities supplied free of charge under the Contract must be similarly supplied for any remedial work.

**TERMS AND PAYMENT STRICTLY NETT** Unless otherwise stated in the quotation. Interim applications will be submitted monthly for the value of work carried out, including the cost of materials purchased. On completion a final invoice will be submitted. All interim and final invoices are to be settled in full and without discount within 30 days of date thereof by the Customer, In the event of failure by the Customer to settle interim or final accounts within these terms of payment the Company reserves the right to cease work on the contract (and to claim for loss of any profit or other damage or loss occasioned thereby) and to charge interest on overdue accounts at the rate of 1/% per month or part of a month, and to delay completion or delivery of any work on any other contract for the Customer pending payment in full plus interest (if any). Whilst every effort will be made by the Company to carry out the contract at the quoted price the Company reserves the right to vary or cancel the contract in the event of Act of God, war, strikes, lock-outs, fire, flood, drought, and without in any way limiting the foregoing any other cause beyond the reasonable control of the Company and the Company further reserves the right to vary or cancel the contract if the Company is unable to procure materials necessary for the contract except at prices in excess of those ruling at the date of this quotation.

Time of performance of work by the Company shall not be of the essence, and in particular the Company shall not be liable for any delay or failure to carry out the specified work due to circumstances beyond their control, for example, but without limitation, fire, explosion, strikes, lock-outs, insurrections (whether or not having legal force), the acts of omissions of any Government Department or Authority (Local or National), power cuts, mechanical breakdowns, accidents, war, riots, civil commotion, epidemics, labour disputes, shortages of fuel power of raw materials or bad weather hindering or preventing the carrying out of the specified work.

Any recommendations made by or on behalf of the Company as to the nature of the work to be carried out are given in good faith based on past usage. The Company, however, cannot accept responsibility for such recommendations and no warranty express or implied is given,

The Customer's property, goods and equipment are received and treated by the Company whether on the Company's premises or elsewhere at the Customer's own risk and the Company, their servants or agents, shall not be liable for any loss or damage to such property, goods or equipment howsoever caused (whether by negligence or otherwise by the Company, its servants or agents).

Customers wishing to insure their property against loss or damage must make arrangements with their own insurance companies.

**ARBITRATION.** In the case of any dispute or difference arising between the Company and the Customer under this contract then such dispute or differences shall be referred to arbitration. In the event of the parties being unable to agree within 28 days on the appointment of an arbitrator either may request the President of the Royal Institute of Chartered Surveyors to nominate an arbitrator or the Customer objects to any exclusion or limitation of the liability of the Company arising hereunder he may request the Company in writing to amend or retract such exclusion and the Company will thereupon attempt to obtain adequate insurance cover to allow such amendment or retraction

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and may then re-submit a quotation at a revised price in the light of the cost of such insurance and the additional risk of liability taken by the Company. If no objection is made as aforesaid it will be conclusively presumed that the Customer has accepted the exclusion or limitation of liability of the Company in the knowledge that the price for the work to be done would be increased if the Company's liability were to be increased and in such cases the Customer may well decide to obtain his own insurance cover to replace or supplement any claim which he might otherwise have had against the Company both before and after the date of any quotation by the Company and during the carrying out of any work by the Company (including remedial work) the Customer will give the Company full and free access to the place where the work is to be carried out at such times as the Company may request and shall give the Company all assistance and facilities which the Company may reasonably request in order to carry out the work expeditiously and economically. The Customer shall also promptly inform the Company of any special or unusual difficulties known to the Customer which may affect the work and in particular (but without prejudice to the foregoing) the Customer shall inform the Company of any special or unusual processes which are to be carried on in the place where the work is to be carried out and which may affect the work. The Company shall not be liable for any defects in the work carried out which arise wholly or partly as a result of the Customer not disclosing to the Company any relevant fact which would or might have affected the manner in which the Company carried out the work or the materials which would or might have been used, and in the event of such non-disclosure the Company expressly reserves the right to increase the quotation or contract price by such amount as it considers appropriate.

Any quotation given by the Company is given on the basis that the Customer does not in any way hinder or prevent the Company from carrying out the work expeditiously and economically and that the Customer ensures that as soon as each part of the work is completed the fixtures and fittings are removed so as to enable the Company to proceed with the next part of the work immediately. Labour charges are based on normal weekday hours being worked and any overtime will be charged to the Customer the Customer shall pay any extra costs incurred by reason of:

- (a) Temporary suspension of the work or delay in commencing work at the specific request of the Customer
- (b) Suspension of the work arising out of failure by the Customer to provide instructions, materials, services or assistance as reasonably required by the Company or arising out of any failure (whether on the part of the Customer or not) to execute or complete any associated works (which are not the responsibility of the Company) and which have to be completed before the works hereunder can be commenced continued.
- (c) Any alteration in the design quality specification or other details at the request of the customer

**RISK AND TITLE** Except where the order includes installation the risk of loss and damage to the Goods shall pass to the Customer immediately upon delivery. Until Roshal Space Consultants Ltd has been paid in full for all Goods supplied to the Customer under this Contract or any other contract between them and for all other sums due: • Notwithstanding delivery and the passing of risk, Roshal Space Consultants Ltd shall retain legal and beneficial title to the goods supplied which the customer shall hold as bailee and fiduciary for Roshal Space Consultants Ltd; The Customer shall safely store the Goods while in the Customer's possession until payment has been made to Roshal Space Consultants Ltd in such a way that they are clearly identifiable as Roshal Space Consultants Ltd property; The Customer shall keep the Goods separate from those of the Customer and the third parties and shall keep the Goods properly stored, protected and insured and any Goods in the Customer's possession shall be deemed to belong to Roshal Space Consultants Ltd unless the Customer can prove that they have been paid for; Roshal Space Consultants Ltd shall be entitled to trace the proceeds of any sale of Goods owned by Roshal Space Consultants Ltd and any insurance proceeds received in respect of Goods owned by Roshal Space Consultants Ltd. Such proceeds shall on Roshal's request be paid into a separate bank account and shall be held by the Customer on trust for Roshal Space Consultants Ltd; Roshal Space Consultants Ltd shall have the right, without prejudice to any other remedies at any time whether or not sums owed to it are overdue, to enter, without prior notice, any premises, and to repossess and dispose of any Goods owned by it. If the Customer enters into, or does anything to enter into, an agreement with its creditors, liquidation, receivership, administrative receivership, or administration, it must give immediate written notice to Roshal Space Consultants Ltd and surrender possession of the Goods to Roshal Space Consultants Ltd. Nothing in this clause shall prevent Roshal Space Consultants Ltd from suing for the price when due. The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Roshal Space Consultants Ltd, but if the Customer does so all monies owing by the Customer to Roshal Space Consultants Ltd shall without prejudice to any other right or remedy of Roshal Space Consultants Ltd forthwith become due and payable. Nothing in these clauses shall prevent Roshal Space Consultants Ltd from being able to pass title to the Goods to the Customer by giving notice  
In writing.

**THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF ENGLAND.**

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