

GENERAL CONDITIONS OF TENDERS/ESTIMATES FOR MANSELL FINISHES LIMITED

The person accepting this quotation shall be deemed to be the “Main Contractor” and the person giving such a quotation the “Plastering/Partitioning Sub-Contractor”.

This quotation is open to acceptance only within TWO MONTHS unless renewed and is subject to the following Terms and Conditions, which are the essence of any subcontract based upon this quotation. Waiver of these Terms and Conditions shall not be implied from any Contract in purported execution of an order from the Main Contractor, unless expressly agreed in writing.

TERMS AND CONDITIONS

- (1) The conditions of the latest issue of the JCT standard Form of Domestic Sub-Contract DOM/1 shall apply and acceptance is subject to agreement of the following:
 - i) Appendix details to a Standard Form.
 - ii) Start and Completion dates and a Programme of works.
 - iii) Any Numbered Documents.

- (2) Plastering will be carried out in accordance with BS 5492: 1990, Code of practice for Internal Plastering
 - i) Dubbing out, unless specifically described and quantified as to area and thickness, is not allowed for in this quotation.
 - ii) Making good around pipes and the like, where measured, is only allowed for if such can be completed as work proceeds on surrounding areas.
 - iii) The quotation does include for any painters preparation, i.e. scraping, filling, sanding or removal of blemishes.

- (3) Non-Loading internal partitions will be carried out in accordance with BS 7364: 1990 Code of practice for partition and BS 8212: 1995 Code of practice for dry lining and partitioning using gypsum plasterboard.

- (4) Workmanship will be in accordance with BS 8000: Part 8: 1994, Code of practice for plasterboard partitions and dry linings

- (5) Where a Bill of Quantities is supplied it is priced on the assumption that the measured items alone clearly indicate the work required, it is subject to re-measurement based on the Standard Method of Measurement of Building works: Seventh Edition and all quantities are gross with no deductions for openings and the like, unless otherwise stated.
- (6) The Plastering/Partitioning Sub-Contractor is to be reimbursed for all extra costs involved in complying with an instruction from the Main Contractor to make any Payments not being due under the National Working Rule Agreement.
- (7) The rectification of defects or damage by others or resulting either from other trades' materials or workmanship or from an unsuitable specification is not allowed for in this quotation.
- (8) Where the Main Contractor properly supplies goods or services to the Plastering/Partitioning Sub-Contractor, vouchers specifying the materials on/or workmen's names and daily time spent and location of the works shall be delivered for verification to the Sub-Contractor not later than Thursday of the week following that in which the supply has been made.
- (9) The following attendances are assumed to be provided by the Main Contractor free of charge and are not allowed for in this quotation.
 - i) Unloading of material and plant at the commencement of the works unless agreed otherwise.
 - ii) Sufficient space and access for delivery vehicles to the hoist position or tower crane location. Alternatively the provision of a fork lift truck to unload our wagons.
 - iii) Adequate hoisting facilities with driver at suitable positions. Must be capable of delivering full packs of plasterboard directly onto the slab without the need to split the packs down.
 - iv) Standpipes and hosepipes for the supply of water at each working level/dwelling at the mixing points.
 - v) All areas to be kept clear, swept and clean prior to commencement of the works.
 - vi) All scaffolding including erecting and dismantling over 3m working height.
 - vii) Preparation of all surface backgrounds where not specifically measured.

- viii) Suitable facilities for storage of materials and plant.
 - ix) Temporary task lighting to simulate lighting conditions of finished building.
 - x) Provision of any necessary heating or drying equipment and a constant electricity supply 110v 13a within 15m of working area at the rate of one point per pair of operatives.
 - xi) Provision of all formwork and grounds for staircase treads and risers and granolithic work.
 - xii) Provision of datum levels at 5m intervals, setting out and location of fixing members or cut-outs as required by the contract drawings.
 - xiii) Protection of the works from frost damage, inclement weather and damage by other trades.
 - xiv) Clearing away rubbish from a central point on each floor, in each area or dwelling and carting from site.
 - xv) Alternatively chutes and skips to be provided at central locations as required.
 - xvi) Adequate site welfare facilities.
 - xvii) Space for site office and container including the provision of power, water and telephone connection.
- (10) The Plastering/Partitioning Sub-Contractor shall not be responsible or liable for any looseness in granolithic paving laid on hard concrete.
- (11) The Plastering/Partitioning Sub-Contractor provides insurance cover in accordance with Employers Liability (Compulsory Insurance) Act 1969 and Public Liability Insurance up to £5,000,000 in respect to any one claim.
- (12) The Main Contractor shall pay to the Plastering/Partitioning Sub-Contractor in consideration of the execution and completion of the subcontract works as described for the price stated exclusive of Value Added Tax subject to the following:

Interim payments will become due at the end of the month following execution of the work and the Final Date for payment will be 30 days after submission of an Interim Application unless otherwise agreed.

- (13) If the amount due for payment is not paid by the final date for its payment the Main Contractor shall pay the Plastering/Partitioning Sub-Contractor in addition to the amount not properly paid simple interest thereon for the period until such payment is made. Payment

of such simple interest shall be treated as a debt due to the Plastering/Partitioning Sub-Contractor by the Main Contractor. The rate of interest payable shall be five per cent (5%) over Base Rate of the Bank of England and will be charged on all interim applications, final account, invoices and all other monies, which become overdue.

- (14) Any verbal instructions given by the Main Contractor must be confirmed in writing within seven days of giving the instruction. Failure to provide written confirmation will result in subsequent verbal instructions not being actioned.
- (15) The responsibility for any design and drawing production is entirely the responsibility of the Main Contractor or other third party.
- (16) The quotation is based on a 3 visit philosophy i.e. 1st Fix, 2nd Fix and skim, unless otherwise stated.
- (17) The commencement of our works does not imply the acceptance of the suitability of any backgrounds.
- (18) We have not included for the provision of any bonds or warranties.
- (19) Main Contract Liquidated and ascertained damages to be limited to a maximum liability of 2% of our Subcontract Sum.
- (20) Retention to be a maximum of 3%.
- (21) We have made no provision for testing.

Arbitration

- a) In the event of any dispute or difference arising between the Main Contractor and the Plastering/Partitioning Sub-Contractor whether arising during the execution or after the completion or abandonment of the subcontract works or after the determination of this subcontract or the main contract in regard to any matter or thing of whatsoever nature arising out of this subcontract, or in connection therewith then either party shall give to the other notice in writing of such dispute or difference and such dispute or difference shall be and is hereby referred to for the time being of the Royal Institution of Chartered Surveyors and in either case the award of such Arbitrator shall be final and binding on the parties.

- b) English law is the applicable law of the subcontract.

Adjudication

- a) Notwithstanding the provisions of the standard forms of main and subcontract referred to in the numbered documents, any matters referred to Adjudication shall be dealt with as set out in the “Scheme for Construction Contracts” Part 1, section 108 (1) to (4) of the Housing Grants, Construction and Regeneration Act 1996
- b) It is also a condition of this subcontract that either party referring any matter to Adjudication shall be equally liable for such fees as the Adjudicator requires to be paid in advance of any action commencing, until such time as the Adjudicator reaches a final decision and apportions the cost of the Adjudication.
- | c) The parties will be liable for their own costs in respect of the Adjudication subject always to the final decision of the Adjudicator.