



PORTWEY SURFACING LIMITED

TARMACADAM AND GROUNDWORK CONTRACTORS

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TERMS & CONDITIONS

1. Unless previously withdrawn, this quotation is open for written acceptance for a period of one month from the date hereof, and is subject to acceptance as a whole.
2. Quotations are given on the basis that there is no alteration to the site, nor further deterioration between the time of inspection and the commencement of work and does not provide for factors below ground. It is the responsibility of the customer to locate, and inform us of, the position and depths of all services prior to our commencing work, and the customer shall indemnify us against all claims arising from his/her failure to comply with his/her responsibility hereunder. Where damage occurs, accounts for repairs will be forwarded direct to the customer for payment & will remain the customer's responsibility. In these instances it is recommended that reports be submitted to the appropriate insurers.
3. The quoted prices are based on current costs and are subject to alterations due to market fluctuations. Any increases incurred by us will be detailed on our final account, documentary evidence in support of such charges can be inspected at this office.
4. We reserve the right to commence work on dates of our choosing, unless specifically requested by the customer at the time of acceptance to avoid certain dates that for personal or practical reasons are inconvenient.
5. We reserve the right to postpone or refuse to carry out any part of the contract if, on reasonable grounds, it is our opinion, that the carrying out of such work at that time would be detrimental to a satisfactory completion. We also reserve the right to use suitable alternative materials, when those specified prove difficult to obtain.
6. After acceptance of our quotation any deviation or addition to same shall only be made in consultation with our Contracts Department and shall be subject to all conditions contained herein. A revised quotation shall be submitted if required or, alternatively, all works shall be subject to our current ruling prices.
7. Payment shall be due 14 days after completion of work and shall be net unless agreed prior to acceptance of our quotation. No discount allowed unless agreed on our quotation. Work requiring more than two weeks to complete shall be subject to interim payments, if requested. Overdue accounts will be liable to an interest charge not exceeding 5% per month.
8. Our guarantee, where applicable, covers defects in materials or workmanship supplied by us. Please pay particular attention to the "A Quick Guide For Maintaining Asphalt Surfacing", which we will provide you with or is available from us on request, as we will take no responsibility for damages caused through improper use of your new surfacing. When working on existing surfaces or on areas prepared by another, we can not accept responsibility for abnormalities of any kind in the foundation or sub-base, wether they become apparent during or after work has been completed. Where problems arise on work which is guaranteed, we reserve the right to make a proportional charge for any subsequent remedial work, relative to the remaining period of the guarantee. Due consideration will always be given to pertinent factors when considering such charges. If treating areas with weed killer, no guarantee can be given that this will eliminate further growth. The effectiveness of any weed killer used is specifically excluded from our guarantee.
9. Certain contracts are covered by additional terms and conditions and where applicable are attached to this quotation. Both sets of terms and conditions will apply where appropriate.
10. We normally allow for one visit to site for surfacing work, unless otherwise stipulated at the time of quoting. Additional visits may be the subject of an additional charge. Work will be carried out to a mutually agreed programme.
11. When resurfacing cracked or crazed surfaces, there is a possibility that in time these cracks may reproduce themselves into the new macadam surfacing.
12. Adequate and suitable access and working space to be maintained at all times for our plant, equipment and laden lorries.
13. Our rates do not allow for sweeping or cleaning other than that resulting from our own operations.
14. We shall not be responsible for failure on our part to complete the contract work through any circumstances beyond our control.
15. The final value of all work completed by us shall be established by measurement on completion where rates per area are quoted. If clients are unable to meet our representative on site within 7 days of completion the areas will be measured by us and our invoice submitted. Where there is a subsequent dispute over quantities this shall not give the client the right to defer payment of the bulk of the account. At least 90% of our account shall be cleared within 14 days.
16. We shall not be obliged to lay the sub-base, road base, base course or wearing course to a total depth greater than the thickness stated on our quotation, or the contract documents. If it becomes necessary to lay additional thickness of material due to inadequate preparatory work by others, weak foundations or any other cause, we shall be entitled to be paid for any additional material used for such excess thickness at our current ruling prices. Grids of levels will normally be taken prior to commencement of the work where the client's programme allows for such action. When this is not practical (due perhaps to our having to commence work whilst preparatory work is still under way) we shall stipulate the specific coverage rates allowed for in our quotation (these shall be in accordance with the relevant B.S.S.) and variations to tonnages used shall be calculated accordingly and charged on a strict pro rata basis.
17. We shall in no circumstances be under any liability for any indirect or consequential loss, however arising or so caused.
18. Both the legal and beneficial ownership of the materials supplied by us shall remain with us and shall not pass to the customer and/or his client until such time as we have received full payment for the completed work. Until such time as the legal and beneficial ownership of the materials has passed to the customer and/or his client, such materials shall be at the customer's risk and we shall be indemnified against any loss or damage to the materials by payment in full. Furthermore, until payment of the completed work is received in full, the customer and/or his client irrevocably permit us to enter onto the site for the purpose of removing the said materials. In such event the customer and/or his client shall not be entitled to make any claim against us for loss or damage caused thereby.
19. Unless otherwise agreed the above terms and conditions apply to all contracts made. Any stipulations or conditions contained in a client's order which will conflict with any of these shall be inapplicable to any contract made unless expressly agreed in writing 7 days prior to our commencing work. Acceptance of this quotation implies acceptance of these terms and conditions.

Registered Office 230 High Street, Swanage, Dorset BH19 2PQ - Registered in England No: 1927540



CP CONSTRUCTION PLANT
CS COMPETENCE SCHEME

