



## General Terms of Business

The person accepting this quotation shall be deemed to be 'the main contractor' and the person giving such a quotation the 'sub-contractor'.

**1.0** The unamended conditions of the latest issue of the JCT DbSub/C 2016 shall apply and acceptance is subject to agreement of the following.

- Appendix details to a standard form.
- Start and completion date with a programme of works.
- Any numbered documents.

**2.0** Plastering and finishes works will be carried out in accordance with EN 13914-2:2005. Code of practice for internal plastering. External rendering will be carried out in accordance with EN 13914-1:2005. Code of practice for external rendering.

- Dubbing out, unless specifically described and quantified as to area and thickness is not allowed for in this quotation.
- Making good around pipes and the like, where measured is only allowed for if such can be completed as work proceeds on surrounding areas.
- The quotation does not include for any painter's preparation, such as scraping, sanding or removal of blemishes.

**3.0** Non-load bearing partitions will be carried out in accordance with BS 7364: 1990 code of practice for partitions and BS 8212: 1995 code of practice for drylining and partitioning using gypsum plasterboard. Workmanship will be in accordance with BS 8000: part 8 1994 code of practice for plasterboard partitions and dry linings.

**4.0** Load bearing SFS will be designed in accordance with BS 5950 Structural Use of Steelwork in Building - Part 5; and installed in accordance with the National Structural Steelwork Specification (NSSS) and SCI document P402 'Building Design Using Cold Formed Steel Sections: Light Steel Framing in Residential Construction.

**5.0** 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-measure



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.

**6.0** The 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.

**7.0** The rectification of defects or damages by others or resulting either from other trades materials, workmanship or from an un-suitable specification is not allowed for in this quotation.

**8.0** Where the Main Contractor supplies goods or services to the 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 Wednesday of the week following that in which the supply was made.

**9.0** The following attendances are assumed to be provided by the main contractor free of charge and are not allowed for in this quotation.

- Unloading of material and plant at the commencement of the works unless agreed otherwise.
- Sufficient space and access for delivery vehicles to the hoist position or tower crane. Alternatively, the provision of a fork truck to unload all our deliveries.
- Adequate hoisting facilities with driver at suitable positions. Must be capable of delivering full packs of plasterboard directly on to the slab without the need to split packs down.
- Standpipes and hosepipes for the supply of water at each working level and at a suitable mixing point.
- All areas to be kept clear swept and clean prior to works commencing.
- All scaffolding including erecting and dismantling over 3m working height.
- Preparation of all surface backgrounds where not specifically allowed for.
- Suitable storage for materials and plant.



- Temp lighting to simulate lighting conditions of the finished project.
- Provide any heating/drying equipment necessary and a constant supply of 110 volts.
- Provision of gridlines, datums and levels at 5m intervals on every level.
- Protection of the works from weather conditions/elements and other trades.
- Adequate site and welfare facilities.
- Space for a site office and adequate storage container.

**10.0** The main contractor shall pay to the sub-contractor in consideration of the execution and completion of the sub-contractors works as described for the price stated exclusive of value added tax subject to the following:

- Interim payments will become due on the final calendar day of the same month following the execution of the work (the due date).
- The final date for payment will be 30 days after the due date unless otherwise agreed.

**11.0** If the amount due for payment is not paid by the final date for payment the Main Contractor shall pay the Sub-Contractor (in addition to the amount not properly paid) simple interest there on for the period until such payment is made. Payment of such simple interest shall be treated as a debt due to the Sub-Contractor by the Main Contractor. The rate of interest payable shall be 8% over the Base Rate of Bank of England and will be charged on all interim applications, final accounts, invoices and all other monies which become overdue.

**12.0** Title to all the goods used by the Sub-Contractor in the undertaking of the Subcontract Works shall remain vested in the Sub-Contractor and shall not pass to the main contractor / client until the TOTAL invoice value (including VAT) for the Subcontract Works has been paid in full and received by the Sub-Contractor.

**13.0** Until title to the goods passes:



- The Sub-Contractor shall have authority to retake, uninstall, sell or otherwise deal with and/or dispose of all or any part of the goods.
- The Sub-Contractor and its agents and employees shall be entitled at any time and without the need to give notice enter upon any property upon which the goods or any part are stored or installed, or upon which The Sub-Contractor reasonably believes them to be kept.
- The main contractor / client shall store or mark the goods in a manner reasonably satisfactory to The Sub-Contractor indicating that title to the goods remains vested in The Sub-Contractor.
- The main contractor / client shall insure the goods to their full replacement value, and arrange for The Sub-Contractor to be noted on the policy of insurance as the loss payee.
- Irrespective of whether title to the goods remains vested in the Sub-Contractor, risk in the goods shall pass to the main contractor / client upon delivery and/or installation.

**14.0** Any verbal instructions given by the main contractor must be confirmed in writing within a 24-hour period of giving the verbal instruction. Failure to provide written confirmation will result subsequent verbal instructions not being actioned.

**15.0** The responsibility for any design and drawing production is entirely the responsibility of the Main Contractor or other third party, unless agreed otherwise.

**16.0** Quotations are based on a 3-visit philosophy i.e:1st fix, 2nd fix and skim unless otherwise stated for Drylining / Finishes Works.

**17.0** Quotations are based on a 1-visit philosophy unless otherwise stated for Offsite / Structural Frame Works.

**18.0** The commencement of works does not imply acceptance of the Main Contractor form of subcontract or any terms therein.

**19.0** The commencement of works does not imply acceptance of the suitability of any backgrounds/substrates or areas to be worked in. Main contract liquidated and ascertained damages to be limited to 2% of our sub-contract sum.



**20.0** Retention to be NIL% unless otherwise stated. No provisions have been made for testing.

**21.0** Quotations are offered pending Credit Check and sufficient Credit Limit insurance obtainable for the Main Contractor / Client.

### **22.0 Arbitration**

In the event of any dispute or difference arising between the main contractor and sub-contractor whether arising during the execution or completion or abandonment of the sub-contract works or after the termination 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 there with then either party shall give 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 Institute of Chartered Surveyors (RICS) and in either case the award of such arbitrator shall be binding on all parties.

### **23.0 Adjudication**

Adjudication shall be dealt with as set out in the 'scheme for construction contracts' part 1 section 108 construction and regeneration act 1996. 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 adjudicators require payment upfront before any actions are taken. The parties will be liable for their own costs in respect of the adjudication, subject always to the final decision of the adjudicator.