

Terms and Conditions of Estimate/Quotation

This quotation is based on the following conditions of the trading which conditions shall be deemed to be incorporated in any contract based upon the quotation to the exclusion of all other terms and conditions whatsoever, except as otherwise agreed in writing expressly referring to these conditions between the customer and PJW Ltd (defined in this agreement as "the shopfitter"). This quotation is an invitation to treat only and is subject to confirmation by the shopfitter on receipt of the order. No contract shall be made between the parties unless and until such confirmation is given.

- Drawings (A)**
1. The plans, drawings, specifications and samples submitted by the shopfitter (whether before or after the making of a contract) are the property of the shopfitter to be used by the shopfitter only. They may not be used by the customer or reproduced, or communicated to a third party without the shopfitters consent.
- Variations (B)**
1. In the case of a discrepancy between the drawings and specifications, the specifications shall prevail.
 2. The specification and quotation detail the work allowed for and variation caused by the requirements of Local Authorities or Surveyors or by physical conditions on site which were not known to the shopfitter at the date of quotation or by changes in the customer's instructions will be charged or credited appropriately.
 3. The value of any variation to the work included in the estimate ordered and authority by the customer, whether by addition, omission or substitution of any work will wherever practicable be agreed before the variation is carried out. The value of all variations will be added to or deducted from the price stated in the estimate. Variations involving extra work will be valued either by reference to the rates in our original estimate or by the use of day work rates whichever method being in our opinion most practical and relevant. We will advise all variations and additions in writing to you as they occur. The cost of said variations and additions will be advised separately and normally during the month in which they occur.
 4. The words "prime cost" or "pc" where used in the estimate of specification indicate the net amount proposed to be paid by the builder to a merchant or manufacturer for the supply and or the fixing of the item concerned together with such cash discount not exceeding 5% as the builder shall obtain. Should the net amount in fact payable by the builder in respect of prime cost or pc items together with such cash discounts prove to be higher or lower than the prime cost or pc amounts then the difference shall be added or deducted from the quote price.
 5. The shopfitter agrees to complete the work within the time stated in the quotation but overtime work at the customer's request to complete the work before this date may be the subject of extra charge.
- Materials (C)**
1. The shopfitter gives no warranty of fitness for purpose in respect of products or materials which have been specified by the customer and which are referred to in the quotation.
 2. The shopfitter will endeavour to match materials which vary in figure colour and/or texture but samples submitted must only be taken as a fair example of the bulk (e.g. marble, granite, timber, anodised metals etc.).
 3. Any existing structures or materials on the site replaced by new work will be taken away and will become the property of the Shopfitter unless agreed otherwise in writing.
 4. No responsibility for their suitability is accepted nor shall the builder be liable for any loss or damage caused during or by virtue of their incorporation or fixing in the work save where such loss or damage is caused by the negligence (as defined in the Unfair Contract Terms Act 1977) of the builder, his servants or agents.
- Insurance (D)**
1. The risk in all materials and products which are both delivered to the site and intended to be incorporated in or form part of the work shall pass to the customer upon delivery and he should insure accordingly.
 2. Irrespective of any insurance taken out by the builder, the existing structure together with the contents thereof owned by the customer or for which he is responsible and the works and all the unfixed materials and goods delivered thereto placed on or adjacent to the works and intended therefore (except paint, tools and equipment owned or hired by the builder) shall be at the sole risk of the customer as regards loss or damage by fire, lightning, explosion, storm, tempest, flood, bursting of overflowing water tanks, apparatus or pipes, earthquake, aircraft and other aerial devices dropped there from, riot and civil commotion. The customer shall maintain adequate insurance against such risks and shall send a copy of this estimate, together with the conditions thereon to his insurers as advice that building works are being carried out on his property.
- Ownership (E)**
- The property in any materials and products which are delivered to the site shall not pass to the customer unless and until:
1. Such materials and products are incorporated into the works by the shopfitter in such a way that they become part of the fabric of the site, or,
 2. The customer duly pays for such materials and products, whichever shall occur first.
- Fixing Facilities (Site) (F)**
1. The customer shall provide the shopfitter with full free and uninterrupted access to the site at all times and shall provide on the site, without charge, an adequate supply of water and electricity during the progress of the work, and facilities for the storage of plant and materials necessary for carrying out the work. Any delays, extra work or costs or losses caused as a consequence of the failure for any reason of the customer to provide such access, supply or facilities or for any other reason within the control of the customer shall be charged to the customer as an addition to the contract sum.
 2. Unless otherwise stated the estimate does not include the cost of provision by the builder of adequate shelter and protection, sanitary convenience or mess room facilities required under the Health and Safety at Work etc. Act 1974. Where these facilities cannot be made available by the customer he shall notify the builder accordingly and the builder may amend the price stated in the estimate to take account of the cost of providing such facilities himself.
- Liabilities (G)**
1. The shopfitter shall be responsible for damage to existing glass or other material, stock, merchandise, fixtures, fittings or goods on the site not the property of the shopfitter, provided always that the damage is due to the negligence of the shopfitter.
 2. The shopfitter shall not be responsible for loss or delay resulting from causes outside his control (including but without limitation, strikes, lock-outs, acts of terrorism or "working to rule") additions or variations to the works described in the estimate of any causes beyond the builders control and work maybe partially or wholly suspended upon notice being given by the shopfitter until the dislocation in working is ended. The time for completion of the work shall be extended by the time of any suspension and any loss or expenses arising therefrom shall be borne by the customer and paid to the shopfitter by way of an addition to the contract sum.
 3. For the avoidance of doubt the shopfitter will not be responsible for damage to work on site by fire, flood, excessive damp or heat or other causes operating before or after completion of the work which are beyond the shopfitter's control.

Defects after completion	(H)	Subject to (C) 1. above should any defects arise which are due to faulty workmanship carried out by the shopfitter and/or his subcontractors they shall be rectified without charge provided that notices of such defects shall be given in writing by the customer to the shopfitter within 14 days of discovery of the defects and in any event within 3 calendar months of practical completion of the work.
Payment	(I)	<ol style="list-style-type: none"> 1. Application for payment will be rendered at intervals as work proceeds to an aggregate amount equal to the value of work so far executed. On practical completion of the work a further application for payment will be issued bringing the total sum included in applications to an aggregate amount equal to (I) the total of the contract sum and any additional charges to which the shopfitter is entitled hereunder. The final date for payment shall be 14 days from delivery of application for payment. 2. The shopfitter may suspend work (after giving 7 days prior written notice) if the customer fails to pay as contracted. Any loss and expense suffered by the shopfitter as a result of such suspension under this clause shall be added to the contract sum. 3. Interest will be charged by the shopfitter at the rate above Bank of England base rate as provided under the late payment of Commercial Debts (interest) Act from the date on which payment is due on any unpaid stage payments.
Termination	(J)	In the event of the customer's premises being destroyed or substantially damaged by fire, the customer shall be at the liberty to terminate the contract by written notice to the shopfitter upon paying the shopfitter the value of the work actually executed and materials and products supplied or appropriate to the contract and any loss and expense caused to the shopfitter.
Terms	(K)	1. The quotation is net and does not allow for any discount, trade or cash, except such as may be expressly specified therein. Unless specifically stated to be given on a "fixed price contract" basis, quotations are based on current prices of materials and products, current wage rates as nationally agreed, employment conditions and statutory liabilities. Increases or decreases of the contract sum will be made for changes which occur to the foregoing current prices either before the commencement of the work or during its progress. The shopfitter shall furnish evidence of changes in the price of materials and products and/or labour if required by the customer. If the quotation is given on a "fixed price contract" basis then the contract sum will be increased or decreased to take account of changes in the shopfitter's statutory liabilities notified and taking effect after the date of the contract and before practical completion of the work.
V.A.T	(L)	<ol style="list-style-type: none"> 1. All references to the "contract sum" in these conditions are references to such sum exclusive of any tax and the customer shall pay to the shopfitter any tax properly chargeable by the Commissioners of H M Custom & Excise on the supply to customer of any goods and services by the shopfitter under this agreement. In respect of the supply by the builder to the customer of the goods and/or services included in the estimate (or any variation thereof). 2. We must draw your attention to our trading conditions as set out above with particular attention to item No. 10. Payments in these days of the high costs and very tight finance controls we cannot allow any extension of the stated terms. Our labour payments have to be made weekly and materials merchants paid monthly, therefore you will understand our need for this condition to be fully understood and adhered to by you. Failure to comply with this particular clause may well result in the works being stopped until payment conditions have been met.
Application	(M)	Should any dispute or difference arise between the Parties under the contract then either Party shall have the right to refer that dispute or difference for adjudication to an Adjudicator to be appointed by the Academy of Construction Adjudicators all in accordance with the Section 108 of the Housing Grants, Construction and Regeneration Act 1996 or any revision thereto. Following referral of a dispute for adjudication under this clause it shall be a condition precedent to the commencement of arbitration or litigation proceedings in respect of the same dispute or difference, that the adjudication be fully carried out as an obligatory first stage dispute resolution procedure.
Arbitration	(N)	Subject to (M) above, any dispute arising out of or relevant to the contract shall be referred to an Arbitrator mutually agreed by the parties or failing agreement within one week after notice in writing requiring concurrence in the appointment of an Arbitrator by either party to the other, to an Arbitrator to be appointed by the President for the time being of the Royal Institute of Chartered Surveyors.

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