

# **Terms and Conditions of Trade**

#### **Payments**

A 20% deposit is required upfront before the job is started and the remaining balance on completion

### **Variations**

- The extent of the work shall be as described in quotation. Any variation that shall be required or any additional work shall be the subject of a separate agreement.
- Additional time for completion of the work shall be allowed if the Contractor is delayed for reasons beyond his control. This includes the weather and other contractors

#### Liability

• The Contractor shall not be held responsible for any loss, damage or delay due to causes beyond his control and in the event of any such occurrences continuing for more than fourteen days, the contractor shall have the right to notify the owner and to terminate the work without incurring liability for damages and to be paid such portion of the price as shall be proportionate to the work done and materials delivered up to the date of such termination.

#### **Access and Standard of Work**

The Customer shall provide clear and unobstructed access to the site at all times and shall take all
reasonable steps to facilitate the performance of the work and the Contractor warrants that he will
perform the work with all due care and skill.

#### **Disputes**

• If any dispute or difference arises from any of these clauses, the Customer and the Contractor should in the first instance try to resolve it between themselves. Failing that, it shall be resolved in accordance with the provisions of the Arbitration Act, 1996, or any amendments thereof.

## Ownership of Materials, Plant etc.

 All materials, goods (finished or otherwise), plant and equipment brought on to the site, and whether fixed or not, shall remain the property of the Contractor until payment in full has been made.