

## TERMS AND CONDITIONS

1. Swift Surfacing Limited will only undertake work against Official Orders.
2. New Clients may be expected to place a deposit of up to 50% of the total cost BEFORE COMMENCEMENT OF WORK.
3. PERSONAL GUARANTEES. The Personal Guarantees in writing at the principals of the Client Company may be necessary on certain works.
4. Prices are based on information provided by the Client at the time of the enquiry. Any error in that information is the responsibility of the Client.
5. Quotations are valid for 28 days. A new quotation will be required when the 28 days has lapsed, this is due to continuing fluctuations in the prices for Tarmacadam
6. Swift Surfacing Limited will not use a greater weight or roller than was used for Sub Base.
7. ACCESS. Complete and clear access must be made available to allow Swift Surfacing Limited to perform the work for which they have been contracted
8. STANDING TIME. Any Standing Time due to default by the Client, their agent or other contractors or anyone other than Swift Surfacing Limited or their employees will be chargeable both for Labour, Plant and Materials at Day Work Rates.
9. PROTRACTED WORKS. Exceeding 14 days will be subject to Interim Applications for payment which is due for settlement on or before the 14<sup>th</sup> day from application whether or not the client has themselves been paid.
10. INTEREST ON OVERDUE ACCOUNTS. Overdue accounts will be subject to interest being 4% above Lloyds Bank Plc Base Rate whichever is the greater.
11. COMPLAINTS PROCEDURE. In the unlikely event of a complaint it must be received in writing at the offices of Swift Surfacing Limited with **48 Hours** of completion of the job, on going contracts must inform the Office immediately and confirm in writing within **7 Days** otherwise Swift Surfacing Limited will not be held liable.
12. All Terms & Conditions that may be written or printed on your order are hereby cancelled so far as they are at variance with our terms and conditions of your order.
13. PAYMENT. Payment should be made on receipt of the invoice unless agreed in writing prior to commencement of the job by one of the directors of Swift Surfacing Limited.
- 14. LATE PAYMENTS MAY VOID YOUR GUARANTEE OR ANY WARRANTY GIVEN**
15. EXTRAS. Should the Client require extra works to the original quote received, a written undertaking from the Client will be required to cover such extras. On receipt, Swift Surfacing Limited will issue a written quote to cover any extra works required.
16. PART LOAD CHARGE. Please note that should areas be reduced from our original specification part load charges may apply.
17. PONDING. No inclusion has been made in our price to create falls. We can hold no responsibility for any surface water that may pond on the new surface (this applies to resurfacing works only)

**THE ABOVE TERMS AND CONDITIONS ARE TO BE GOVERNED AND INTERPRETED BY ENGLISH LAW AND IN NO WAY ALTER YOUR STATUTORY RIGHTS**