

Swift Surfacing Limited

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. All prices are subject to VAT at the current rate and based on a minimum area stated, any extra depths outside of the contracted dimensions will be charged pro rata.
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. Sub Base. Sub base laid by others must be laid and compacted to BS/EN13242.
7. ACCESS. Complete and clear access and parking 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. CANCELTION. We require a minimum of 72hours notice in writing prior to the commencement of works. Failure to comply will result in material, plant and labour costs incurred being counter-charged to the client.
10. PROTRACTED WORKS. Exceeding 14 days will be subject to Interim Applications for payment which is due for settlement on or before the 14th day from application whether or not the client has themselves been paid.
11. INTEREST ON OVERDUE ACCOUNTS. Overdue accounts will be subject to interest being 4% above Lloyds Bank Plc Base Rate whichever is the greater.
12. 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.
13. 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.
14. 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.
15. **LATE PAYMENTS MAY VOID YOUR GUARANTEE OR ANY WARRANTY GIVEN**
16. 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.
17. PART LOAD CHARGE. Please note that should areas be reduced from our original specification part load charges "may apply".
18. JOINTS. Please note that when surfacing a large area this will be laid in mats. This may result in a visible line on the joints. When newly laid the joints may be more prominent but will settle once trafficked and weathered.
19. Please note that we would require unrestricted access to doors and gates that open onto any site boundaries including garage doors and fire exits. Keys or pin codes must be provided at the start of works.

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