

## **STANDARD TERMS & CONDITIONS OF CONTRACT FOR SITE SERVICES AND CONCRETE CUBES**

The following terms and conditions apply to all contracts  
unless qualified in the quotation or otherwise agreed in writing

1. The Conditions shall in relation to a Project supersede any earlier conditions relating to work previously performed by TCS. Ltd for the Client and shall apply to the exclusion of any terms of conditions stipulated by the Client and (in so far as permissible) shall over-ride any terms or conflicting conditions which would otherwise be applied under common law or by operation of statute. TCS. Ltd shall only be bound by an agreement if it is in writing and signed by a duly authorised representative of TCS. Ltd.
2. All quantities are subject to re-measurement. In this context TCS. Ltd reserve the right to amend the amount of work in the light of findings as the contract progresses, and to pass on any consequential costs (notwithstanding this any additional charges would be incurred only with your prior approval).
3. All estimates assume TCS. Ltd's standard working day between the hours of 8:00am and 5:00pm including travelling time to and from the workplace unless otherwise agreed in writing and signed by a duly authorised representative of TCS. Ltd.
4. All estimates assume TCS. Ltd's standard working week between, and inclusive of, Monday through Friday unless agreed in writing and signed by a duly authorised representative of TCS. Ltd.
5. It is assumed that access to all test locations is clear; and that each defined testing entity will be carried out in one continuous operation.
6. No allowance has been made for clearing.
7. The cost of any delays caused for reasons beyond our control, including inclement weather, will be charged, under the named item 'Standing Time', to the Client at the rate of £50.00 per, or part thereof one hour.
8. All reasonable care will be taken to avoid damage to any existing services, structure, buried or otherwise, but TCS. Ltd shall not be liable for damage to any such services or structure unless their location has been correctly notified to TCS. Ltd by the Client. It is the responsibility of the Client to accurately locate any such services, structure before site works commence.
9. Cubes are accepted and stored before test at the Customer's risk.
10. Cubes are discarded after test unless their return or retention is specifically requested before testing.
11. Unless previously requested, cubes due on Saturdays, Sundays or Public Holidays will be tested on the nearest working day. An extra charge will be made for tests which must be carried out on a Saturday, Sunday or Public Holiday.
12. Results will be reported to one address. Extra copies or addresses will be charged as an increase in cube price.
13. Failed cubes will only be retained for 10 days after test unless otherwise directed.
14. Unless otherwise requested in writing the spare samples collected will be retained and tested at 56 days when associated test results are marginal/suspect. Samples will otherwise be discarded following test.
15. All testing will be carried out in accordance with the British Standards or In House Test Procedures applicable to TCS. Ltd's current UKAS Schedule unless otherwise agreed with the Customer.
16. TCS. Ltd's terms of payment are strictly net within 14 days of the date of an invoice being submitted. Please note that this is subject to Value Added Tax at the prevailing rate.
17. No deductions are to be made for main contractors discount, retention, liquidated damages, or any other reason without prior written agreement.

18. TCS. Ltd reserves the right to charge the Client, in full for any direct losses incurred due to the 'late' cancellation of work where an instruction is in place.
19. In addition TCS. Ltd require to be advised to whom the invoice should be addressed when more than one party is concerned, in order to avoid confusion and resubmission at a later date.
20. Unless otherwise agreed, TCS. Ltd reserve the right to issue interim invoices at weekly intervals on projects running for a period of more than one week. Alternatively, an interim account may be rendered upon completion of the various stages of the project; for example, siteworks or laboratory testing.
21. No test results, reports or design information will be released without a written order or letter of instruction.
22. All data reports have been produced for the benefit of the Client alone and all copyrights remain our property. These may not be reproduced in whole or in part or passed on to third parties without prior permission. No responsibility can be accepted, for any consequences, should the information be passed on to a third party who may act upon its contents/recommendations without our knowledge and/or agreement.
23. (a) TCS. Ltd warrants that it will carry out its duties in respect of a Project with reasonable care and skill and this warranty shall be the only warranty given in respect of such duties. All other conditions and warranties expressed or implied by statute common law or otherwise are hereby excluded.
  - (b) If TCS. Ltd shall not comply with the warranty given in condition 23. (a) TCS. Ltd will at its option and expense:-
    - (i) Take such steps as TCS. Ltd considers necessary to comply with such warranty; or
    - (ii) Refund the whole or an appropriate part of the fees charged for its service or goods supplied hereunder.Performance of any of the above options shall constitute discharge of TCS. Ltd's entire liability under the said warranty.
  - (c) TCS. Ltd shall not under any circumstances be liable for loss of profit, use or goodwill or for any indirect or consequential loss of any kind whether caused by negligence or otherwise howsoever and whether or not such loss has been suffered by the Client or by some third party to whom the Client may be liable.