



RIO SURFACING LTD

1. The term Customer will include the Client, General or Main Contractor, Builder or other entity and the term Company will mean Rio Asphalt & Paving Company Ltd/Rio Surfacing Ltd. Acceptance of this quotation is subject to the Company reference if this is considered necessary.
2. The quotation allows for completing the works in one visit during normal working hours. An order to commence shall be taken as evidence that the job is fit and ready. If workmen are sent and the job is not ready, the Company reserves the right to charge the customer with all expenses incurred. Any variation to the specification on which the quotation is based must be agreed in writing between the Company and the Customer. Additional visits will be charged at a cost unless otherwise agreed in writing.
3. All prices and rates are strictly net and any VAT, other taxes, levies impositions and any other provisions introduced after the date of this offer, shall be recoverable from the Customer whether or not they are recoverable by the Customer.
4. All work in the Company's quotation priced at unit rates, will be subject to remeasurement at completion of the works.
5. This quotation is submitted on the condition that the Customer warrants that all necessary licences, permission etc., required in connection with the execution of the work have been or will be obtained and all charges arising therefrom have been or shall be paid by the Customer.
6. Work will be carried out to a programme acceptable and suitable to the Company.
7. If there is any conflict or ambiguity between the Conditions of this quotation and the Form of Sub-Contract, the Conditions of the quotation will in all circumstances prevail.
8. Acceptance of this quotation is open for one month from the date of quotation and only in its entirety either verbally or in writing. This shall mean acceptance of all these Terms and Conditions without exception even if conditions contrary to this are contained in the purchase order, unless expressly confirmed in writing by the Company.
9. If the size of contract quoted for, on measurements, falls more than 10% less than the quoted are the Company reserves the right to charge extra costs to cover increased labour, plant and overhead costs and revision of any discount previously offered.
10. Additional payment for work carried out on a daywork basis will be calculated in accordance with the F.C.E.C. Schedule of Day works or such other agreed body ruling at the time that the work is carried out and shall be implemented for delays on site not attributable to the Company.
11. The Company's prices are based on sufficient area being available, on each visit of a multi visit contract, to ensure economic and efficient working. If sufficient area is not available the Company reserves the right to charge extra costs.

**SURFACING SOLUTIONS
SURFACE LEVEL CARPARKING | SERVICE & ACCESS ROADS | LEISURE SURFACES
DRIVEWAYS | HARD & SOFT LANDSCAPING | DRAINAGE | ROAD MARKINGS**



Constructionline
Gold Member



ONCE FOR ALL
HEALTH & SAFETY



**50 Devon Street, Nechells
Birmingham, B7 4SL**

T: 0121 359 5522

E: surfacing@riogroup.co.uk

www.riogroup.co.uk/surfacing



RIO SURFACING LTD

12. Unless stated in the Form of Sub-Contract the Maintenance and Defects period shall be six months from the date upon which each section of the Company's works is complete and not from the completion of the Main Contract.
13. The company will not be responsible for failure to perform which may be due to or result from (whether directly or indirectly) any causes or circumstances beyond the Company's control. Without limiting the generality of the foregoing such causes or circumstances shall extend to any Act of God, any War, Hostilities, (whether War be declared or not), Invasion, Act of Foreign Enemies, Riot, Civil Commotion or Disorder, Rebellion, Revolution, Insurrection or Military or usurped Power, any Strike or Lock-out, any Fire, Accident, Breakdown of Machinery, any Shortage of Labour or Materials, Equipment or spare parts.
14. The Company's offer is conditional upon the acceptance that the reimbursement of additional costs arising from any damage to the Company's work howsoever caused, other than damage caused by the Company's negligence shall include all costs, direct or indirect and administrative costs together with the addition of 25% thereto to cover Head Office overheads and profit.
15. Retention monies can only be held by prior written agreement. No complaints will be entertained unless submitted to the Company in writing by the Customer within 10 days of the dated invoice. Any such defects or complaints shall not be a reason for withholding payment, other than a maximum of 5% retention.
16. If delay occurs in progress or completion of the work due to site or other circumstances for which the Company is not responsible, the value of materials prepared and/or delivered and labour to date shall become due for payment. If any payment is not made when due, the Company reserves the right to cancel the balance of the Customer's order. Where execution of the order extends over one week, goods delivered and work done will be charged on interim valuations at the end of each week or at the end of each visit to the site at the Company's discretion.
17. Property in the goods or services provided by the Company shall not pass to the Customer until payment has been received in full.
18. Unless stated in the Contract Conditions or agreed in writing, payments will be made to the Company for work executed, irrespective of any provisions to the contrary in accordance with Part II Payment, of The Scheme for Construction Contracts (England and Wales) Regulations 1998 (as amended). In the event of payment not being made in accordance with this Clause, the Company will be entitled to charge interest on all overdue accounts at the rate of 8% above the current Bank of England base rate and the Customer will forfeit any discount offered.



Constructionline
Gold Member



ONCE FOR ALL
HEALTH & SAFETY



**50 Devon Street, Nechells
Birmingham, B7 4SL
T: 0121 359 5522
E: surfacing@riogroup.co.uk
www.riogroup.co.uk/surfacing**



RIO SURFACING LTD

19. No responsibility will be taken by the Company for work which is unacceptable which has not been designed by any persons or organisations to an acceptable and/or relevant British Standard specification. This includes but is not limited to material types, aggregate types and thickness of layers etc.
20. The company shall only be responsible for the installation of materials or products in accordance with the manufacturers and suppliers instructions or instructions from other. The Company accepts no liability howsoever arising for the suitability of any materials, products or specifications selected or instructed by others.
21. The company will in no circumstances be under any liability for any indirect or consequential loss or damage howsoever arising or caused.
22. If any dispute or difference arises under any contract that arises out of this quotation either party may refer it to adjunction under the provisions of the Housing Grants Construction and Regeneration Act 1996 (as amended). The Adjudicator to decide the dispute or difference shall be either an individual agreed by the parties or, on the application of either party, an individual appointed by the President or a Vice President or the Chairman or a Vice Chairman of The Royal Institution of Chartered Surveyors.
23. Subject to 22 above, if any dispute or difference as to any matter or thing of whatsoever nature arising under any contract that arises out of this quotation or in connection therewith except in connection with the enforcement of any decision of an Adjudicator it shall be referred to attribution under the Construction Industry Model Arbitration Rules current at the date of the commencement of the contract.
24. Notwithstanding any other provision of these Terms and Conditions, nothing in these Terms and Conditions confers or purports to confer any right to enforce any of its terms on any party who is not a party to it.

SURFACING SOLUTIONS
SURFACE LEVEL CARPARKING | SERVICE & ACCESS ROADS | LEISURE SURFACES
DRIVEWAYS | HARD & SOFT LANDSCAPING | DRAINAGE | ROAD MARKINGS



50 Devon Street, Nechells
Birmingham, B7 4SL
T: 0121 359 5522
E: surfacing@riogroup.co.uk
www.riogroup.co.uk/surfacing