



NSP – TTC01

**TERMS AND CONDITIONS OF BUSINESS (ORDER FROM CLIENT)  
NIGEL SMITH PLUMBING & MECHANICAL SERVICES LIMITED**

Agreement made the	20 .
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**BETWEEN**

**'The Supplier'** - as defined in the attached Terms and Conditions.

**'The Client'** (Company Number: )  
of whose Registered Office is at

In consideration of the Price the Supplier will supply the Goods and Services to the Client. This Agreement is made subject to the Terms & Conditions attached. For the purposes of the Terms and Conditions the phrases set out below have the meaning set out beside them.

<b>Goods and Services</b>	(Insert brief description of what you will supply and do)
<b>Payment Terms</b>	(Insert a description of Payment Terms and attach a payment schedule where appropriate)
<b>Price</b>	£ ( Pounds) Fixed Price Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Project</b>	(Insert description of the main project)
<b>Quotation</b>	Means the Supplier's quotation number (insert quote number)
<b>Time</b>	(Specify duration of the contract)
<b>Site</b>	(Briefly describe the location)
<b>Start Date</b>	

For the sake of clarity, the Client is asked to note that the following items are specifically excluded from this Agreement: (Insert any exclusions or refer to an attached list of exclusions):

SIGNED for and on behalf of  
the Client by an authorised signatory

SIGNED for and on behalf of  
the Supplier by an authorised signatory

Please see 2<sup>nd</sup> page for terms & conditions

<p><b>1</b></p> <p><b>Definitions</b></p> <p>In these Conditions, unless the context requires otherwise:</p> <p><b>Client</b> means the person who buys or agrees to buy the Goods and/or Services from the Supplier;</p> <p><b>Conditions</b> means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Supplier;</p> <p><b>Cost</b> means the total cost to the Client to execute and complete the Order such sum being set out in the Order;</p> <p><b>Goods</b> means the articles which the Client agrees to buy from the Supplier;</p> <p><b>Order</b> means the form of order attached to these terms and conditions</p> <p><b>Payment Terms</b> means the terms for payment set out on the Order or Quotation</p> <p><b>Price</b> means the price for the Goods and/or Services excluding VAT as set out on the Order or such other price as may be agreed in writing between the Client and the Supplier. Unless the Supplier specifies the Price to be a fixed price the Supplier reserves the right to amend the Price to take account of increases in the costs of wages, transport, and materials</p> <p><b>Project</b> means the project, brief details of which are set out in the Order</p> <p><b>Supplier</b> means NIGEL SMITH PLUMBING AND MECHANICAL SERVICES LTD (company number 02572049) of Brunswick House, 86-88 Carholme Road, Lincoln, LN1 1SP</p> <p><b>Services</b> means the services to be performed by the Supplier as set out in the Order</p> <p><b>Site</b> means the site details of which are set out on the Order</p> <p><b>Start Date</b> Means the start date specified in the Order</p> <p><b>Time</b> means the time agreed for completion of the Order as specified in the Order or such extended period as may be agreed in writing between the Client and Supplier from time to time.</p> <p><b>Working Day</b> means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday.</p> <p><b>2</b></p> <p><b>Conditions applicable</b></p> <p>2.1 These Conditions shall apply to all contracts for the sale of Goods and Services by the Supplier to the Client to the exclusion of all other terms and conditions, including any terms or conditions which the Client may purport to apply under any purchase order, confirmation of order or similar document.</p> <p>2.2 All orders for Goods shall be deemed to be an offer by the Client to purchase Goods and Services pursuant to these Conditions.</p> <p>2.3 Acceptance of delivery of the Goods and payment for the Services shall be deemed conclusive evidence of the Client's acceptance of these Conditions.</p> <p>2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Supplier.</p> <p>2.5 Tenders are conditional upon being accepted within 30 days of their date. Errors or omissions in a tender or quotation are subject to correction at any time before acceptance.</p> <p><b>3</b></p> <p><b>Price and payment</b></p> <p>3.1 The Price shall be as set out in the Order or such other price as may be agreed in writing between the Client and the Supplier;</p> <p>3.2 The Price is exclusive of VAT, which shall be due at the rate ruling on the date of the Supplier's invoice. The Price is calculated on the basis of all Services being supplied during the course of a Working Day and the Supplier reserves the right to amend the Price if the Client wishes work to be carried on outside of the Working Days.</p> <p>3.3 Payment of the Price and VAT shall be due in accordance with the payment terms.</p> <p>3.4 Time for payment shall be of the essence</p> <p>3.5 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment, at a rate of 2% above Lloyds Bank's base rate from time to time in force, and shall accrue at such a rate after as well as before any judgment.</p> <p>3.6 Not later than 7 days after the due date for any payment due under this Agreement, the Client shall give the Supplier a notice specifying the amount (if any) of the payment made or proposed to be made and the basis on which that amount has been calculated.</p> <p>3.7 If the Client fails to give a notice as specified in clause 3.6, the Supplier may give a notice of the amount he considers to be or have been due at the relevant due date. If he does so, the final date for payment of the sum specified in the notice shall be regarded as seven days after the Suppliers notice.</p> <p>3.8 If the Client intends to pay less than any sum (or any part of any sum) due under this Agreement, he shall give the Supplier notice of his intention to pay less not later than one day before the final date for payment of that sum, specifying the amount he considers to be due and the basis on which that sum is calculated (or, if there is more than one basis, each basis and the amount attributable to it)</p> <p><b>4</b></p> <p><b>The Goods</b></p> <p>The quantity and description of the Goods shall be as set out in the Quotation so far as such Goods are readily available provided that any variation of any item specified in the Quotation shall be of a similar quality to the item originally specified in the Quotation.</p> <p><b>5</b></p> <p><b>The Services</b></p> <p>5.1 The Client appoints the Supplier to perform the services set out in the Order on the terms and conditions set out in this Agreement and the Supplier agrees to perform the Services exercising reasonable skill and care.</p> <p>5.2 The Supplier warrants to the Client that he has exercised and that it will continue to exercise, in the performance of the duties and Services, all such reasonable skill, care and diligence as may be expected of a properly qualified and competent contractor to deliver the Services.</p> <p>5.3 The Supplier shall have such access to the Site as it reasonably requires for the purposes of implementing such performance. The Client accepts that the Supplier has provided the Price on the basis that the Goods and Services can be supplied in one continuous operation during normal working hours on the Working Days and if for any reason that is not possible the Time shall be extended and any reasonable extra costs incurred by the Supplier as a consequence of such delays shall be reimbursed by the Client.</p> <p>5.4 The Supplier shall:</p> <p>5.4.1 comply with all reasonable instructions and directions given to it in writing by the Client on any matter connected with the Order;</p> <p>5.4.2 use reasonable endeavours to cause the Order to be completed within the Time and within the Cost;</p> <p>5.4.3 advise the Client as soon as it is reasonably practicable of any matters that will or are reasonably likely to delay the completion on Time or increase the Price, the reasons therefor and advise on measures to reduce or avoid such delays or cost increases;</p> <p>5.5 The Supplier warrants that all Goods supplied in accordance with these terms and conditions will be suitable for Building Regulations compliance purposes.</p> <p><b>6</b></p> <p><b>Warranties and liability</b></p> <p>6.1 The Supplier warrants that the Goods supplied will at the time of delivery correspond to the description given by the Supplier subject to any variation permitted by these terms and conditions. All other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise, are excluded to the fullest extent permitted by law. Under no circumstances can the Supplier offer to the Client any warranty in respect of the Goods supplied that exceeds the warranty provided by the original manufacturer of the Goods supplied.</p> <p>6.2 The Supplier warrants that that any of the Services supplied in accordance with these terms and Conditions will be free from any material defect for a period of 12 months from the date of installation</p> <p>6.3 Unless specified in the Order the Supplier is not under a duty to provide any form of collateral warranty to the Client and where it is agreed that a collateral warranty will be provided then the Client agrees that any other contractors appointed in connection with the Client's Project will be required to provide substantially similar warranties. The Client is asked to note that because the Supplier is supplying items that are subject to regular wear and tear through working under pressure and/or heat then where the Supplier agrees to supply a warranty such warranty can only be in respect of Services and will be of a limited duration to reflect the wear and tear that will occur</p> <p>6.4 Any warranty provided by the Supplier under these terms and conditions is subject to the requirement that the Client operates all Goods supplied under this contract in accordance with any instructions for maintenance and use that may be issued in respect of those items. Call Out charges: where the supplier fails to operate the goods in accordance with the manufacturer's guidelines the Buyer will pay the Suppliers call out and repair charges.</p> <p>6.4 No warranty is to be provided or implied under these terms and conditions where the Supplier has not been fully paid</p> <p>6.5 The Supplier accepts no liability in respect of any asbestos present on Site.</p> <p><b>7</b></p> <p><b>Delivery of the Goods</b></p> <p>Delivery of the Goods shall be made to the Client's address or the Site within the Time. The Goods may be delivered at any time before the expiry of the Time upon the giving of reasonable notice to the Client. The Client shall make all arrangements to take delivery of the Goods whenever they are tendered for delivery.</p>	<p><b>8</b></p> <p><b>Acceptance of the Goods</b></p> <p>8.1 The Client shall be deemed to have accepted the Goods [24 hours] after delivery to the Client</p> <p>8.2 After acceptance the Client shall not be entitled to reject Goods which are not in accordance with these terms and conditions.</p> <p><b>9</b></p> <p><b>Title and risk</b></p> <p>9.1 Title shall pass on payment for the Goods.</p> <p>9.2 Risk shall pass on delivery of the Goods.</p> <p><b>10</b></p> <p><b>Insurance</b></p> <p>Without prejudice to its obligations under this Agreement or otherwise at law, the Supplier covenants with the Client that:</p> <p>10.1 The Supplier shall maintain professional indemnity insurance covering (without limitation) all its liability hereunder whether for breach of contract, negligence or otherwise in respect of defects or insufficiency in design, upon customary and usual terms and conditions prevailing for the time being in the insurance market, and with reputable insurers licensed to carry on such insurance business in the United Kingdom, in an amount of not less than two million pounds for any one occurrence or series of occurrences arising out of any one event for a period beginning on the date of this Agreement and ending 6 years after the date of Practical Completion, provided always that such insurance is available at commercially reasonable rates in the insurance market at large.</p> <p><b>The Client's obligations</b></p> <p>11.1 The Client shall, if so requested by the Supplier, supply to the Supplier in such time as may be reasonable, having regard to the Time, any necessary and relevant data and information in the possession of the Client or which may only be obtained by the Client and the Client shall give or shall request the others involved with the Project to give such assistance to the Supplier as shall reasonably be required by the Supplier to satisfy the Order.</p> <p>11.2 Where the Client has supplied drawings and specifications for the Project, the Supplier shall have no liability for any lack of information errors or omissions on the drawings and specifications. The Client shall ensure that the Supplier is supplied with the most up to date drawings that relate to the subject matter of the Order</p> <p>11.3 The Client will in response to any reasonable request made by the Supplier supply confirmation that satisfactory funding for the Project is in place.</p> <p>11.4 Unless otherwise agreed in writing, it is the Client's responsibility to ensure suitable supplies of electricity, water, safe storage and welfare facilities are available on Site and suitable supplies are available to the Supplier to carry out all commissioning works and testing.</p> <p><b>11</b></p> <p><b>Remedies of Client</b></p> <p>11.1 If the Client rejects any Goods, the Client shall have no further rights whatever in respect of the supply to the Client of such Goods.</p> <p>11.2 If the Client accepts or has been deemed to have accepted any Goods, then the Supplier shall have no liability whatever to the Client in respect of those Goods other than that set out in this Agreement.</p> <p>11.3 The Supplier shall not be liable to the Client for late delivery or short delivery of the Good</p> <p><b>12</b></p> <p><b>Alterations to terms</b></p> <p>12.1 All additions, amendments and variations to this Agreement shall be binding only if in writing and signed by the duly authorised representatives both of the Client and of the Supplier.</p> <p>12.2 This Agreement supersedes any previous agreement or arrangements between the parties in respect of the Order (whether oral or written) and represents the entire understanding between the parties in relation thereto.</p> <p>12.3 Notwithstanding the date of this Agreement, it shall have effect as if it had been executed upon the actual commencement of the services by the Supplier.</p> <p><b>13</b></p> <p><b>Disputes</b></p> <p>13.1 If any dispute or difference arises in respect of this Agreement, the Supplier and the Client shall attempt in good faith to resolve such dispute or difference promptly through negotiations between their respective senior executives having authority to settle the same.</p> <p>13.2 The Client or Supplier may at any time refer a dispute or difference to adjudication under the Housing Grants, Construction and Regeneration Act 1996 and any such adjudication will be carried out pursuant to the current Adjudication Rules of the Technology and Construction Court Solicitors' Association.</p> <p>13.3 Subject to the above the parties agree that all differences or disputes of whatever nature arising under this Agreement shall be referred to the Technology and Construction Court ('the Court').</p> <p>13.4 If and insofar as this Agreement leaves any matter or thing to the decision or opinion of any person (including any account, requirement or notice) the same shall not prevent the Court, in determining the rights and liabilities of the parties, from making any finding necessary to establish that such decision or opinion was correctly made or expressed on the facts found by the Court or to establish what or what other decision or opinion should have been made or expressed and giving effect thereto as if no decision or opinion had been made or expressed.</p> <p>13.5 No action or proceedings under or in respect of this Agreement shall be brought against the Supplier after:</p> <p>13.5.1 the expiry of 6 years from the date of practical completion of the Project or;</p> <p>13.5.2 where such date does not occur, or the Supplier performed services in relation to the Project later than such date, the expiry of 6 years from the date the Supplier last performed services in relation to the Project</p> <p><b>14</b></p> <p><b>Termination</b></p> <p>15.1 In the event of a material breach by the Client of its obligations under this Agreement which the Client shall fail to remedy after receiving a 7 day notice in writing from the Supplier specifying the breach and requiring its remedy, then the Supplier shall be entitled forthwith by notice in writing to the Client, to terminate its engagement under this Agreement.</p> <p>15.2 The Supplier may at any time by written notice (in addition to any other rights) terminate this Agreement or suspend its performance of all or any of its obligations under it immediately and without liability for compensation or damages if the Client fails to pay the Price at the times and in the manner specified.</p> <p>15.3 Either party may at any time by written notice terminate this Agreement immediately and without liability for compensation or damages (except as mentioned in these terms and conditions) if the other becomes bankrupt, has a receiving order made against him, makes an arrangement with his creditors or being a company convenes a meeting of its creditors or suffers a petition to be presented or a meeting to be convened or other action to be taken with a view to its liquidation or is unable to pay his or its debts.</p> <p>15.4 The Supplier shall have the right to recover any Goods that are unpaid for at the time of Termination and shall have the right to enter the Site at any time to retake possession of any Goods that are not paid for.</p> <p><b>15</b></p> <p><b>Force Majeure</b></p> <p>The Supplier shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery, or shortage or unavailability of raw materials from a natural source of supply and the Supplier shall be entitled to a reasonable extension of its obligations.</p> <p><b>16</b></p> <p><b>Proper law of contract</b></p> <p>This contract is subject to the law of England and Wales.</p> <p><b>17</b></p> <p><b>Disputes</b></p> <p>17.1 If any dispute or difference arises in respect of this Agreement, the Supplier and the Client shall attempt in good faith to resolve such dispute or difference promptly through negotiations between their respective senior executives having authority to settle the same.</p> <p>17.2 The Client or Supplier may at any time refer a dispute or difference to adjudication under the Housing Grants, Construction and Regeneration Act 1996 and any such adjudication will be carried out pursuant to the current Adjudication Rules of the Technology and Construction Court Solicitors' Association.</p> <p>17.3 Subject to the above the parties agree that all differences or disputes of whatever nature arising under this Agreement shall be referred to the Technology and Construction Court ('the Court').</p> <p>18 If and insofar as this Agreement leaves any matter or thing to the decision or opinion of any person (including any account, requirement or notice) the same shall not prevent the Court, in determining the rights and liabilities of the parties, from making any finding necessary to establish that such decision or opinion was correctly made or expressed on the facts found by the Court or to establish what or what other decision or opinion should have been made or expressed and giving effect thereto as if no decision or opinion had been made or expressed.</p> <p><b>19</b></p> <p><b>Severability</b></p> <p>If any term or provision of these Terms and Conditions is held invalid illegal or unenforceable for any reason by any court such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the illegal invalid or unenforceable provisions eliminated.</p>
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