

LYNX MAINTENANCE LIMITED

General Terms and Conditions

- 1. Parties Definitions and Interpretation**

In these Terms & Conditions ('these terms')
'Client' means the client for whom the Works are to be provided by the Contractor
'Contractor' means Lynx Maintenance Limited whose main place of business is Unit 1 Uxbridge Trading Estate Arundel Road Uxbridge Middlesex UB8 2RP
'Contract' means the agreement between the Client and the Contractor to carry out the Works and in respect of which these terms form part
'Works' means the work described in the Contractor's estimate or the Client's works order or such other verbal or written communication (including email) between the Client and the Contractor.
Words in these terms importing the singular shall where the context so allows shall be deemed to include the plural and vice versa and like the female the male and vice versa.
- 2. General**
 - 2.1 All agreements between the Client and the Contractor shall be governed by these terms save where variations are agreed in writing (including email)
 - 2.2 Nothing in these terms are intended to confer on any third party the right to enforce any of these terms pursuant to the provisions of The Contracts (Rights of Third Parties Act 1999
- 3. Estimates, quotations and variations to the price.**
 - 3.1 Any estimate provided by the Contractor can be withdrawn at any stage unless accepted in writing by the Client and shall be deemed withdrawn unless accepted within 28 days of the date of the estimate. An estimate is not a fixed price to undertake the Works; it is the Contractor's best estimate based on the information made available at the time. Any variations to the estimate for the Works will be determined according to the change in the cost of materials and labour, hire of equipment, any variation to the scope of the Works and any other material consideration.
 - 3.2 Quotations constitute a fixed price for the Works and are valid for a period of 28 days unless confirmation is given in writing to the contrary and are subject to any statement on the quotation.
 - 3.3 The Contractor reserves the right to charge the Client a fee for the collection and return of materials (including hired equipment)
- 4. The Price**

The price payable by the client shall be in accordance with clause 3 above save that Works that are not the subject of a quotation or estimate shall be charged at the rate notified to the Client in writing from time to time.
- 5. Payment**

The Contractor will endeavour to submit an invoice to the Client within 14 days of completion of the Works (unless stage payments have been agreed) and payment is due no more than 14 days from the date of the invoice.
- 6. Interest**

The Contractor shall be entitled to charge and be paid interest on any late payments due from the Contractor at the rate of 5% pa above the base rate of Barclays Bank Plc with a minimum rate of 7%
- 7. Inspection**

The Client shall inspect the Works as soon as possible after completion but in any event within 7 days and in the absence of any complaint shall be deemed to be accepted and complete
- 8. Indemnity**

The Client hereby indemnifies the Contractor and its employees staff and any sub-contractors employed by it against all losses actions proceedings demands and claims which the Contractor may suffer as a consequence of any breach of the Client's obligations in connection with this agreement.
- 9. Limitation of Liability**

The Contractor's liability to the Client shall be limited to the cost of repairing or making good any defect for which the Contractor is responsible and shall in any event not exceed the price for the Works.
- 10. Access**

The Client shall ensure that at all times the Contractor has access to the site to enable it to undertake the Works, and where necessary shall facilitate access to the site and all parts of it as are necessary. Any delays in gaining access shall be the responsibility of the Client. Where access is needed over areas not within the control of the Client, it is the responsibility of the Client to gain such rights of access as are necessary to allow the Contractor to execute the Works.
- 11. Safety**

It is the responsibility of the Client to provide a safe working environment and the Client hereby guarantees to the Contractor that there shall be no risk to the Contractor's employees staff and sub-contractors in respect of asbestos or other dangerous substances without having given the Contractor specific written warning of any such dangers.
- 12. Force Majeure**

The Contractor shall use all reasonable endeavours to complete the Works on the date and by the time agreed with the Client; the Contractor shall not be responsible to the Client for any delay or prevention from completing the Works due to circumstances beyond its control including, inter alia, strike, lock-out, civil commotion, riot, civil unrest, war, industrial dispute and sickness
- 13. The Client's Liability**

The Client shall be liable for :

 - Any loss damage or injury caused by its failure or delay to carry out any of its obligations under this agreement.
 - Providing all necessary power water supply or any other facility necessary to enable the Contractor to execute the Works.
 - The cost of removal of all waste materials from site.
- 14. Cancellation**

If the Client cancels this agreement without the Contractor's consent, the Client shall indemnify the Contractor in respect of any loss suffered by the Contractor as a result of such cancellation (provided the Contractor shall do all things reasonably possible to mitigate such loss)