



TERMS AND CONDITIONS

Terms: To be Advised: Standard Practice 30 days from date of completion of works

Price subject to the addition of VAT at the prevailing rate of 20%

All correspondence can be returned to either josef@rossprojects.co.uk or kim@rossprojects.co.uk and RSP Office Number is 02084509933

- **Quotations are open for acceptance for a period of 30 days. After 30 days RSP have the right to revise the quotation depending on external supplier market prices.**
- **Work to be measured on completion. (RSP have the right re-measure even if a lump sum price has been agreed)**
- **On overlay surfaces, RSP cannot guarantee that any existing water on the surface will be removed. If that is the requirement then a full depth construction would be required.**
- **RSP have NOT allowed for MCD on any of the project quoted above and Retention will NOT be granted unless discussed between client and RSP management prior to works being carried out.**
- **Rates are subject to variation of price clause, based on current market prices.**
- **The nett amount of the increases shall be subject to an additional 10% to cover non recoverable increases and overhead costs, etc.**
- **We have assumed that all levels of sub bases have been checked, any additional material used/In making up levels will be charged pro-rata. See below for pricing of tonnage**
- **No allowance has been made for the use of bituminous tack coat or sealing grit, or for painting the vertical faces of concrete kerbs, channels or the like with bitumen, unless specified or described in the Bill of Quantities**
- **All tack coat applied to the surface will be applied by a HAND sprayer and an even coat of tack coat will be applied to the surface. If a machine/vehicle sprayer is required then it MUST be requested by client and 72 hours' notice must be given, at an extra/over cost.**
- **RSP will charge for extra tonnage used if and when required. Tickets will be provided to prove quantities used over and above what has been quoted for. Normal rates- £85 for Binder course and £105 for surface course**



Ross Solution Projects Limited

Suite 111, 116 Ballards Lane

Finchley, Barnet, N32DN

- VAT Registration: 175 2107 24
- Company Registration: 08745512

Sales@rossprojects.co.uk

- RSP shall not be liable for any variations in any specification or description of the Product which do not materially affect the specification, use and operation of the Products. RSP shall be entitled to substitute any Product ordered with a product of similar quality and capacity. RSP reserves the right to make any changes in the specification of the Products and or Services so as to conform with any applicable safety or other statutory requirements
- If tarmac surfacing has been quoted, RSP have NOT allowed for hot bond tack coat emulsion, and only cold applied has been allowed for, unless otherwise asked to apply by client. Extra over charge will be applied for such method of treatment. RSP require formal notice of treatment before works are to commence.
- RSP working hours are between 8-4. Any additional hours required will be charged at a standard hourly rate of £40 per hour per man
- If tarmac surfacing is required and quoted for, RSP have not allowed for straight joints to be cut on base/binder course, unless otherwise asked for by the client prior to works commencing on site. This applies to applying bitumen to the joints (only on request)
- Where the BUYER and RSP agree a commencement date for the provision of Products and or Services but where, through no fault of RSP, such Products and or Services cannot be delivered, provided, undertaken or otherwise executed, RSP shall have the right to charge the BUYER a fee of five percent (5%) of the total price or charge for the Products and or Services, or seven hundred and fifty pounds (£750.00) per day, whichever shall be the higher, until such time as the order is cancelled, or until the Products and or Services can be delivered, provided, undertaken or otherwise executed.
- From immediate effect from today, as per notification from our suppliers trafficking base and binders RSP will not be liable for failures of the material unless we receive a complaint within 2 weeks of the material being laid by RSP.
- Cancellation policy: If cancellation occurs less than 18 hours before commencement of works, RSP have the right to charge a stand down fee, as mentioned above of 5% of the value of the contract of £750.00 for 3 man gang and £1250 for 6 man gang
- RSP have the right to charge dayworks if areas are not ready for RSP to complete when arrival on site. Such as Machinery and plant in the way or areas not being completed ready for RSP to complete their own set of works. Dayworks are to be charged @ £25 per man per hour
- RSP are Gross Status and therefore no requirement for any such reductions on payments for labour (certification will be sent on request)
- Payment: RSP terms are client specific, and RSP have the right to credit check all potential clients prior to works commencing.
- RSP do NOT accept Cheques unless granted by RSP management.
- If the BUYER fails to make any payment on the due date or RSP LIMITED has reasonable grounds for believing that the BUYER may default in making any payment on the due date then, without prejudice to any other right or remedy available to RSP LIMITED will be entitled to:
- Cont... cancel or terminate the Contract or suspend any further deliveries of Products or all Services provided to the BUYER; and



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- **6.3.2 charge the BUYER interest (both before and after any judgement) on the amount unpaid, at ten percent (10%) above the base rate for the time being of the Bank of England and withdraw all credit facilities given to the BUYER. RSP LIMITED reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.**
- **2. Cont.... All payments payable to RSP LIMITED under the Contract shall become due immediately upon termination of the Contract despite any other provision.**
- **3. Cont.... The BUYER shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise for breach of contract, negligence or any other remedy by any other means whatsoever whether statutory or otherwise unless the BUYER has a valid court order requiring any amount equal to such deduction to be paid by RSP LIMITED to the BUYER.**



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