



# **CTC Ltd**

**Commercial Tiling Contractors**

**Our terms of Business**

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**COMMERCIAL TILING CONTRACTS LTD (CTC)**

**GENERAL TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION OF SERVICES**

**VARIATION**

1. These Terms and Conditions may only be varied with the prior written agreement of Commercial Tiling Contracts Ltd. (CTC)

**DEFINITIONS**

2. In these Terms and Conditions of Contract the following definitions shall apply:

'Client' means the person, firm or company from whom the Contract is received;

'Services' means the services to be provided which are specified in the Contract, or in any Purchase Order placed in relation to or arising out of the Contract and shall include any materials, articles and/or goods necessary to provide the Services;

'Premises' means the location where the services are to be performed;

'Contract' means the agreement between CTC and the Client consisting of the specification, the CTC form of agreement, these Conditions and any other documents, or parts of documents, specified in the form of agreement;

'Purchase Order' means the formal request from the Client to supply services;

- .3. In all cases the masculine includes the feminine and the singular includes the plural and vice versa.

**HEADINGS**

4. The headings in these Conditions are solely for convenience of reference and shall not affect their construction or interpretation.

**VARIATION OF THE SERVICES**

5. CTC reserves the right to give written notice to the Client of modifications to the quality or quantity of the Services provided by CTC before continuing with the work in hand. Any alteration to the Contract price or the completion date arising from such modifications shall be agreed between the parties before continuation of the work in hand. Failing agreement the matter shall be determined by arbitration.

**INSPECTION OF PREMISES AND NATURE OF SERVICES**

6. Where Services are to be carried out by CTC the Client is deemed to have inspected the Premises prior to Contract so as to have understood the precise nature and extent of the Services to be carried out by CTC and satisfied himself

in relation to all matters connected with the Services and Premises.- CTC shall have full inspection privileges of the premises, if required, before commencement of work.

### **CTC'S STATUS**

7. In carrying out the Services CTC shall be acting as principal and not as the agent of any Client. Accordingly:
  - a. the Client shall not, and shall procure that their agents and servants do not, say or do anything which might lead any other person to believe that the Client is acting as the agent of CTC;
  - b. nothing in this Contract shall impose any liability on CTC in respect of any liability incurred by the Client to any other person but this shall not be taken to exclude or limit any liability of CTC to the Client which may arise by virtue of either a breach of this Contract or any negligence or the part of CTC, their staff or agents.

### **CTC'S PERSONNEL**

8. CTC shall provide and maintain an Organisation having the necessary facilities and employees of appropriate qualifications and experience to undertake the tasks identified in the specification.
9. All persons employed on work relating to the Contract will have appropriate qualifications or competencies and be acceptable to CTC in all respects.
10. Where requested the Client shall provide CTC with a list of names and official addresses of all persons who are or may be at any time concerned with any additional Services, or any part of them, taking place at the same time as the work being carried out by CTC, specifying the capacities in which they are to be employed and giving such other particulars and evidence of identity and any other supporting information which CTC may reasonably require.
11. CTC shall take all reasonable steps to avoid changes of original personnel assigned to and accepted for the work under the Contract except where changes are unavoidable or of a temporary nature caused by sickness, holidays etc. The Client shall give at least one months notice to CTC of proposals to change key personnel which may affect CTC and the completion of the Contract and Clauses 9 and 10 shall apply to the replacement personnel.
12. The Client shall take the steps reasonably required by CTC to prevent unauthorised persons being admitted to the Premises which may affect CTC in the completion of the Contract.
13. The decision of CTC as to whether any person is to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract and as to whether the Client

has furnished the information or taken the steps required in Clauses 9 to 12 shall be final and conclusive.

14. The Client shall bear the cost of any notice, instruction or decision of CTC under Clauses 9 to 12.

### **MANNER OF CARRYING OUT THE SERVICES**

15. The Client shall make no delivery of materials, plant or other things nor commence any work on the Premises which may interfere with the work being carried out by CTC without obtaining the prior agreement of CTC.
16. CTC shall co-operate with such others trades as the client may reasonably require.
17. At any time during the progress of the Services CTC shall have the right to request:
- a. the removal from the premises of any materials which in the opinion of CTC are either hazardous, noxious or not in accordance with the Contract, and/or
  - b. the substitution of proper and suitable materials, and/or
  - c. without prejudice to Clauses 20 to 25, the removal and proper re-execution, for any work which, in respect of material or workmanship, is not in the opinion of CTC in accordance with the Contract.
18. On completion of the Services the CTC agrees that they shall remove their plant, equipment and unused materials and shall clear away from the Premises all rubbish arising out of the Services and leave the Premises in the condition as found, unless otherwise agreed with the Client.

### **DUTY OF CARE**

19. CTC shall be responsible for ensuring that reasonable skill, care and diligence are exercised in carrying out the Services properly and efficiently in accordance with the Contract and the Client shall be responsible for ensuring that reasonable skill, care and diligence are exercised by other trades on site in accordance with their Contracts.

### **DEFAULT**

20. Where the Services, or any portion of the Services, are not carried out within the time or times specified within the Contract, through circumstances beyond the control of CTC, then CTC shall have the option, without prejudice to any of its other rights or remedies, to:
- a. claim liquidated damages of 10% of the Contract value for each complete day of delay up to a maximum of 50% of the Contract value; or

- b. terminate the Contract by giving notice in writing to the Client and receive payment in full.
21. Where the Services, or any portion of the Services of other trades, which affect CTC's Contract, are not carried out satisfactorily, CTC shall have the option, without prejudice to any of its other rights or remedies, to terminate the Contract by giving notice in writing to the Contractor and receive payment in full.

## **AUDIT**

22. The Client shall maintain, and keep until two years after the Contract has been completed, records to the satisfaction of CTC of all payments made to CTC and of the hours worked and costs incurred in connection with the Contract. The Client shall make available to LCC such access to those records as CTC or its representatives may reasonably request from time to time.

## **INDEMNITY AND INSURANCE**

23. The Client shall indemnify CTC, its servants and agents against all actions, claims, demands, costs and expenses incurred by or made against CTC, its servants or agents in respect of any loss or damage or personal injury, whether fatal or otherwise, which arises out of or in connection with this Contract.
24. Except in the case of loss, damage or personal injury, whether fatal or otherwise, suffered by an employee of the Client (in respect of which the indemnity in Clause 23 shall apply whether or not the loss, damage or personal injury was caused by the negligent or willful act or omission of CTC, or any servant or agent of CTC) the indemnity contained in Clause 23 shall not apply to the extent that the loss, damage or injury is caused by the negligent or willful act or omission of CTC, or any servant or agent of CTC.
25. The Client shall have in force and shall require any sub-Contractor to have in force:
- a. employer's liability insurance in accordance with any legal requirements for the time being in force, and
  - b. public liability insurance for such sum and range of cover as the Client deems to be appropriate but covering at least all matters which are the subject of indemnities or compensation obligations under these Conditions in the sum of not less than £2,000,000 for any one incident and unlimited in total.
26. The policy or policies of insurance referred to in Clause 25 shall be available on request to CTC together with satisfactory evidence of payment of premiums.

## **SAFETY**

27. The Client shall be responsible for the observance by himself, his employees and other Sub-Contractors of all safety precautions necessary for the protection of

himself, his employees, Sub-Contractors and any other persons including all precautions required to be taken by or under any Act of Parliament including any regulations or bye-law of any local or other authority.

#### **ACCIDENTS TO CONTRACTOR'S SERVANTS OR AGENTS**

28. If any accident should arise in relation to the work being carried out by CTC which ordinarily require to be reported in accordance with the Health and Safety at Work etc. Act 1974, shall be reported immediately to CTC and to the Client.

#### **SPECIAL HEALTH AND SAFETY HAZARDS**

29. Throughout the life of the Contract the Client shall notify CTC of any known special health and safety hazards which may be involved or introduced on site and which may affect the CTC. CTC shall similarly notify the Client of any hazards which may affect the Client or the Client's employees.
30. The Client shall draw any such health and safety hazards to the attention of their employees and sub-Contractors or any other persons under their control engaged on the work being performed on the site. Arrangements shall be made by the Client so that such persons and other persons employed by or controlled by sub-Contractors and working on the Contractor's tasks on the site are adequately informed and instructed on the hazards and any necessary associated safety measures.

#### **THE PRICE**

31. The price of the Services shall be as stated in the Contract.

#### **INVOICING AND PAYMENT**

32. Invoices for the provision of Services shall be submitted on completion of work or at agreed intervals between CTC and the Client.
33. Payment will be made upon immediate receipt of invoices for Services provided.
34. If payment is not received by CTC 7 working days after presentation of the invoice, interest may accrue at High Court Judgment Debt level

#### **VALUE ADDED TAX (VAT)**

35. Where applicable the prevailing rate and total of Value Added Tax (VAT) shall be shown separately on all invoices.

#### **PATENTS AND INFORMATION**

36. It is a condition of the Contract that the Services will not infringe any patent, trade mark, registered design, copyright or other right in the nature of industrial

property of any third party, except to the extent that the Services incorporate designs furnished by the Client, and the Client shall indemnify CTC against all actions, claims, demands, costs and expenses which CTC may suffer or incur as a result of or in connection with any breach of this Condition.

37. The provisions of Clauses 42 to 43 shall apply during the continuance of this Contract and after its termination howsoever arising.

#### **FREEDOM OF INFORMATION ACT 2000**

38. CTC recognises that the Client may be subject to legal duties, which may require the release of information under FOIA or the Environmental Information Regulations 2004 or any other applicable legislation or codes governing access to information and that the Client may be under an obligation to provide information on request. Such information may include matters relating to, arising out of or under this Agreement in any way.

39. Notwithstanding anything in this Agreement to the Contrary in the event that the Client receives a request for information under the FOIA or any other applicable legislation governing access to information, the Client shall be entitled to disclose all information and documentation (in whatever form) as necessary to respond to that request in accordance with the FOIA or other applicable legislation governing access to information, save that in relation to any such information that is Exempted Information, the Client shall use reasonable endeavours to consult CTC as soon as reasonably practicable and shall not:

(a) confirm or deny that the information in question is held by the Client, or

(b) disclose the information requested, to the extent that in the Client's opinion (having taken into account the views of the CTC) that exemption is or may be applicable in accordance with the relevant section of the FOIA in the circumstances

40. In the event that the Client incurs any costs, including but not limited to external legal costs, in seeking to maintain the withholding of the information, including but not limited to responding to information notices or lodging appeals against a decision of the Information Commissioner in relation to the disclosure, the Client shall indemnify CTC.

41. In the event, CTC shall not be liable for any loss, damage, harm or other detriment however caused arising from the disclosure of any Exempted Information or other information relating to this Agreement under FOIA or other applicable legislation governing access to information.

#### **ARBITRATION**

42. Disputes, differences or questions between the parties to any Contract with respect to any matter arising out of or relating to the Contract except as may be otherwise provided in the Contract shall be referred to the Arbitration of two persons, one to be appointed by CTC and one by the Client, or their Umpire, in accordance with the provisions of the Arbitration Act 1950, 1975, 1979 and 1996 or any statutory modification or reenactment thereof.
43. Where it is considered appropriate, subject to the agreement of both parties, alternative methods of dispute resolution shall be considered including adjudication and mediation.

## TERMINATION

44. Without prejudice to any other rights or remedies of CTC under this Contract CTC shall have the right to terminate this Contract forthwith by written notice to the Client or their trustee in bankruptcy or receiver or (if a company) liquidator or administrator.
  - a. where the Client is an individual and if a petition is presented for the Client's bankruptcy or a criminal bankruptcy order is made against the Client, or the Client makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors or if an administrator is appointed to manage its affairs; or
  - b. where the Client is not an individual but is a firm or a number of persons acting together in any capacity, if any event in any Clause of this Condition occurs in respect of any partner in the firm or any of those persons or a petition is presented to, the Client to be wound up as an unregistered company; or
  - c. where the Client is a company, if the company passes a resolution for winding-up or dissolution (other than for the purposes of and followed by an amalgamation or reconstruction) or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge; or
  - d. where the Client shall have committed a material breach of this Contract and, if such breach is capable of remedy, shall have failed to remedy such breach within thirty days of being required by CTC to do so; or
  - e. where the Client is an individual and shall die or be adjudged incapable of managing their affairs within the meaning of Part V11 of the Mental Health Act 1983.

- 45. In addition to its rights of termination under any previous Clauses CTC shall be entitled to terminate this Contract by giving to the Client not less than thirty days notice to that effect.

**RECOVERY OF SUMS DUE**

- 46. Wherever under this Contract any sum of money is recoverable from or payable by the Client, that sum may be deducted from any sum then due, or which at any later time may become due, to the Client under this Contract or under any other agreement or Contract with CTC.

**CURRENT REMEDIES**

- 47. The rights of remedy available to either party shall include both the rights or remedies contained in these Conditions and those available under English Law. These rights of remedy may be enforced concurrently.

**NOTICES**

- 48. Any notice given in connection with the Contract may be sent by hand or by post or by registered post or by the recorded delivery service or transmitted by teletext, facsimile transmission or other means of telecommunication resulting in the receipt of a written communication in permanent form. When it is sent or transmitted to the address of the party shown in the Purchase Order or Contract, or to any other address agreed between the parties, it shall be deemed effectively to be given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

**GOVERNING LAW**

- 49. These Conditions shall be governed by and construed in accordance with English law and the Client hereby irrevocably submits to the jurisdiction of the English courts. The submission to such jurisdiction shall not, and shall not be construed so as to limit the right of CTC to take proceedings against the Client in any other Court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

*Signed* ..... (Partner/Director/Owner)

*On behalf of:* ..... (Firms Name)

*Dated* .....

