

CINQUE LIMITED - STANDARD TERMS AND CONDITIONS

(Small Works Agreement)

1. Definitions

1.1 Cinque

Shall mean Cinque Energy Solutions Limited – Registration No 4858263

1.2 Customer/Client

Shall mean the persons or company receiving the Materials and Labour and liable for all payments in connection therewith

1.3 Materials and Labour

Shall mean Material and Labour, with an element for Overhead and Profit excluding VAT which shall be chargeable at the rate prevailing on the day of invoice

1.4 Agreement

Shall mean the quotation incorporating Cinque ‘Standard Terms and Conditions’ which shall be deemed the sole conditions covering all works undertaken between Cinque and the Customer (unless agreed in writing by a Director of Cinque)

1.5 Adjudication

Shall mean “Scheme for Construction Contracts – 1998” as provided for in the Housing Grants Construction and Regeneration Act 1996 (as amended)

1.7 Extenuating Circumstances

Shall mean any event which was not in the contemplation of or could not have reasonably been foreseen by Cinque at the time of quotation

2. Programme

Any dates given are on the basis of best endeavours for planning purposes only. Time shall not be the essence of the Agreement unless agreed in writing by a Director of Cinque prior to acceptance of any order or specifically defined within the quotation

3. Statutory Obligations

Statutory Obligations, Notices fees and charges are (unless included in Cinque quotation) expressly excluded and the responsibility of the Customer

4. Termination

Either party may terminate the agreement at any time by giving three month’s written notice and payment for the work Materials and Labour, completed either in part or whole to date using the rates (if any) included in Cinque quotation failing which on a fair and reasonable basis

5. Payment Terms

Unless expressly stated in the quotation payment will be for work under 30 days in duration, invoiced in full at the end of the contract with payment due within 30 days

5.1 For work over 30 days in duration “The Scheme for Construction Contracts (England and Wales) Regulations 1998” shall apply with final date for payment being 17 days from the monthly due date

6. Purchase Orders

Provide an official purchase order number within 7 working days or sooner in the event of a SLA agreement.

7. Exclusions

Cinque and the Customer hereby agree, under the terms of this Agreement, Cinque will not (without additional charges being incurred by the Customer), be required to make good any item covered by this Agreement; if damage is caused by the negligence or misuse of the equipment by any person or any other cause beyond Cinque control, except for fair wear and tear.

7.1 Furthermore, it is the Customer’s responsibility to ensure that the equipment described in the quotation is used solely for the purposes and within control ranges for which the items have been designed, notwithstanding the above to protect all items from any and all wilful damage including unskilled handling or any other extenuating circumstance

8. Quotation

Any quotation unless expressly provided for otherwise is open for acceptance within 30 days after which time it will expire and be subject to review, unless otherwise stated.

9. Variations

The Customer hereby agrees with Cinque, given the critical nature of the work carried out under this Agreement, it is not always possible for the Customer’s normal procedure for providing further orders to be issued prior to any additional work being undertaken. Therefore it is agreed between Cinque and the Customer that when verbal instructions are received, Cinque will invoice the customer for such instruction in full and the invoice shall be paid within thirty days. Or within seven days of issue of the aforementioned invoice, the Customer shall notify in writing that such invoice will be subject to the Dispute Procedure as set out in clause 9 below. Alternatively for contracts in excess of 30 days any variation shall be added to the monthly valuation as contained within “The Scheme”

10. Dispute

In the unlikely event of dispute regarding any matter concerning this Agreement or work undertaken, the matter shall be dealt with in the following manner:

- 10.1** Any dispute shall be brought to the attention of the designated persons of each company who will within seven days try and resolve the matter. Should the designated persons fail to settle the dispute then the matter shall be referred to a Director of each company who shall try to resolve the matter within a further twenty one days. Furthermore it is agreed any dispute outstanding longer than 30 days shall be resolved by Adjudication and both parties agree to be bound by the decision of a sole Adjudicator appointed by The Confederation of Construction Specialists in full and final settlement of the disputed matter.

11. Retention of Title

Cinque reserve retention of title in the goods supplied until paid in full by the Customer

12. Sub-Contract Labour

Cinque reserve the right to use the services of sub-contract engineers where it is deemed necessary

13. Law

This Agreement shall be governed by English Law