



DOLLMAN RALSTON

Sub-Contractor & Supplier Terms & Conditions

1.0 GENERAL

- 1.1 These conditions to apply to all sub-contractors and suppliers and shall take precedent over any other terms and conditions contained or referred to in any quotations or correspondence.
- 1.2 Any person who is not party to a contract with us has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term(s) of the contract.
- 1.3 The terms Sub-contractor or Supplier also includes any sole traders and labour only sub-contractors.
- 1.4 Any sub-contractor or supplier who provides a quotation or offer of goods and services is deemed to have allowed for the inclusion of all the terms and conditions detailed below.

2.0 QUOTATIONS / ESTIMATES AND ACCEPTANCE

- 2.1 A quotation issued by the sub-contractor or supplier whether verbal or written shall be treated as an offer and shall remain open for consideration for 90 days. The quote may not be altered or amended.
- 2.2 Acceptance of a quotation shall be issued verbally or via email or letter.
- 2.3 If the sub-contractor or supplier specifically requires a written quotation acceptance, a request must be made to the head office within 24 hours of any verbal agreements.
- 2.4 Any quantities or details provided at quotation stage by Dollman Ralston Ltd are for guidance only and the final liability for ascertaining actual quantities and site specifics will remain the responsibility of the sub-contractors or suppliers.
- 2.5 Dollman Ralston Ltd will not accept any claim for failures to ascertain the correct quantities by the relevant sub-contractor or suppliers.
- 2.6 We reserve the right to cancel any orders placed and any notification of cancellation will be issued verbally and confirmed in writing within 24 hours, via email or letter.
- 2.7 Liability of any costs incurred due to a cancelled order is at our discretion and consideration.
- 2.8 If any provisional sums are included within your order value, these monies can only be spent under written instruction from Dollman Ralston Ltd. If the expenditure of these sums are not required, they will be deducted from any payments accordingly.

3.0 VARIATIONS

- 3.1 If it becomes apparent that the sub-contractor or suppliers will incur any variations, alterations or amendments over and above that agreed in the original quotation, order and acceptance, then notice must be given to our head office via email or letter no later than 24 hours from discovery stating the reason for the variation.
- 3.2 Prior to the agreement of any variation, the sub-contractors or supplier must provide a detailed costs estimate to our head office, in writing, and the submission of any costs are subject to agreement with the quantity surveyors or directors of Dollman Ralston Ltd as well as the clients quantity surveyors and/or representatives.
- 3.3 No variation works are to be carried out on a day-work time and materials basis unless specifically previously agreed in writing with the quantity surveyors and directors of Dollman Ralston Ltd.
- 3.4 If the sub-contractor or supplier proceeds to carry out any variation work without a specific agreement in writing they do so at their own risk and with no guarantee of additional or extra over payment to that previously agreed within the original quotation and order.
- 3.5 Unless specifically agreed, Dollman Ralston Ltd will accept no delays to the main contract and programme due to variations. If it becomes apparent the variations will cause a delay notice must be provided to our head office in writing within 24 hours.

4.0 VALUATIONS AND FINAL ACCOUNT

- 4.1 If a sub-contractor or supplier wishes to issue interim valuations for a project, they must request details and dates from our head office of the main contractor valuations and ensure their own valuations are issued to Dollman Ralston Ltd within an acceptable time frame for inclusion within the main valuation.
- 4.2 Dollman Ralston Ltd have the right to refuse or delay any interim valuations issued by a sub-contractor or supplier not in accordance with the main valuation dates.
- 4.3 Valuations are typically carried out every 28 days from contract commencement date, however, this is subject to change and project specific. A valuation date is noted on each Purchase Order issued.
- 4.4 We will not accept interim valuations or claim for payment issued any earlier than the first 28 days of a project without prior agreement or reasonable exception.
- 4.5 Dollman Ralston Ltd will not accept any valuations issued beyond agreed dates and claims will either be included in the next agreed valuation or subject to the points raised below.
- 4.6 All Final Accounts and/or claims for payment and/or variations payment must be submitted to our office in writing no later than 28 days from the date of handover. This period is inclusive of weekends.
- 4.7 If any claims are received after this time, we cannot guarantee payment for any extra over items (other than that previously agreed) and any agreement will be at the sole discretion of the directors of Dollman Ralston Ltd.

5.0 TERMS OF PAYMENT

- 5.1 Payment for goods or services shall only be made on receipt of invoice and subject to the points raised above.
- 5.2 Standard payment terms are 28 days from date of invoice, however, this is project specific and could increase accordingly up to a maximum of 60 days from date of invoice.
- 5.3 Payment terms can be requested from our head office prior to any agreements or commencement of works.
- 5.4 Payment for fixed price quotation will be paid based on the original quote and order including any authorised variations and deductions.
- 5.5 Any variations not specifically agreed will be paid at the discretion of Dollman Ralston Ltd and subject to an 'on account' amount confirmed by inclusion within the main contractors valuations.
- 5.6 All tax details including UTR's and tax reports etc. shall be provided upon request and must be received before any payment can be issued.

6.0 DELIVERY AND PROGRAMME

- 6.1 You shall ensure that the delivery of goods or services is carried out within the required priority or agreed programme dates as specified
- 6.2 Failure to complete works within agreed dates could lead to liquidated and ascertained damages being taken, subject to the terms and conditions of the main contract.
- 6.3 Works must be completed by the sub-contractors and suppliers at a fair and reasonable rate. Failure to do so may result in you being requested to leave site with no rights to a claim for payment. If this occurs, Dollman Ralston Ltd will also seek any incurred costs from the sub-contractors or suppliers or deduct from any outstanding monies accordingly. This can be done verbally or in writing depending upon the particulars of the project.
- 6.4 A copy of the programme can be requested at any time via our head office.

7.0 THE MAIN CONTRACT

- 7.1 In addition to our own terms and conditions, the sub-contractors or suppliers will be required to enter into the terms of the main contract, details of which can be provided upon request. The contract type will be identified within the Purchase Order issued.
- 7.2 You have the right to request information and this must be done in writing by the submission of a request for information sheet. Any responses will be provided within 7 days.
- 7.3 All information, requests, questions or concerns must in the first instance be issued direct to Dollman Ralston Ltd and not to any consultants, clients, site operatives, agents etc.

8.0 DISPUTES

- 8.1 Either party shall be entitled to refer any dispute or difference arising under the order to adjudication in accordance with the rules set out in the scheme for construction contract regulations 1998 or the terms and conditions of the main contract.

9.0 HEALTH AND SAFETY

- 9.1 A detailed risk assessment and method statement must be prepared at your own expense prior to attending site and submitted for approval to our head office allowing adequate time for checking.
- 9.2 You must include all necessary COSHH assessments.
- 9.3 If your risk assessments and method statements require any alterations or amendments these must be carried out within 24 hours of notice being given and at your own expense.
- 9.4 You must also follow any project specific health and safety requirements, including the construction, design and management regulations and any costs incurred for doing so will be deemed included within your original quotation and order.
- 9.5 You are also requested to provide a health and safety handover pack including all operational and maintenance information and this must be submitted prior to project completion and within 3 working days of being requested.
- 9.6 A copy of the pre-construction health and information pack can be provided upon request.

10.0 ENVIRONMENTAL AND WASTE MANAGEMENT

- 10.1 You will be responsible for the disposal of any waste arising from goods or services carried out.
- 10.2 Dollman Ralston Ltd has the right to contra-charge for any costs incurred by the sub-contractor or supplier using ours or the clients skips (or similar).
- 10.3 You must ensure all disposal of waste complies with all applicable laws and government legislation and guidelines. Where requested provide waste consignment notes.
- 10.4 You will not dispose of household rubbish in commercial skips.
- 10.5 Where possible, you must recycle and re-use any waste.
- 10.6 Ensure that any vehicles, plant and equipment are serviced correctly and do not create leaks. Should a leak or spill occur, it must be cleaned in the correct manner.
- 10.7 Any environmental risks must be identified within your risk assessments.

11.0 INSURANCE AND WARRANTIES

- 11.1 The sub-contractor or supplier must supply details of their liability insurances upon request and within 24 hours.
- 11.2 If the sub-contractor or supplier is required to enter into a specific warranty (such as a collateral warranty) notice will be given at the quotation request stage and submission of a quotation will be deemed as inclusion of such warranties.
- 11.3 You shall offer a 12 month labour and materials guarantee as a standard.
- 11.4 Any increased offers of guarantee should be forwarded to our main office upon request and at the latest, 7 days before official handover.
- 11.5 Should any latent defects become apparent you will be advised in writing and expected to visit site to fully assess the works and provide a report within 7 days.
- 11.6 Dollman Ralston Ltd can inspect goods or services at any time to ensure their conformity to all applicable standards and guidelines. Should any repair or making good works be identified, these will be completed at the sub-contractors or suppliers expense and be completed immediately.

12.0 FORCE MAJEURE

- 12.0 We shall be under no liability for any loss, damage, delay or expenses caused wholly or part by act of God, outbreak of war, civil commotion, governmental policies or restrictions or control, including restrictions of export or import or other licences, trade or industrial disputes of whether or not such dispute involves us or our employees, or by any event whatsoever which is beyond our control, any is any such circumstance we may cancel or postpone your order.