

MG CONSTRUCTION LTD

General Terms & Conditions of Contract

General Conditions of Contract and General Specification current at the time of this estimate shall apply to any Order placed with the Company for all or part of the work specified herein. No variation of the Conditions or Specifications shall have any effect unless agreed by the Company.

NOTE: The Company will be pleased to negotiate alternative conditions or variations in the Works subject to possible variation of the Contract sum. If no alternative conditions are agreed and signed before the Company commences work then the General Conditions of Contract attached hereto shall apply to the exclusion of all others.

In MG Construction Ltd General Conditions of Contract, General Specification, Standard Specifications, this Estimate and any documents referred to herein, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

The Company	means MG Construction Ltd
The Works	means all works including temporary works and variations carried out by the Company and includes the supply of goods or services
The Contract Sum	Means the sum of money required by the company for the works quantified, subject to re-measurement where allowed in our specific offer terms or adjusted for additional works or variations to the works. In all contracts, the rates form the contract unless specifically agreed otherwise
The Order	means instructions to commence the works given to the Company whether by the signing of a Contract or by a letter of intent or by written or verbal instructions (in the latter case the Company will acknowledge the Order) or by admitting the Company's workmen to the site
The Site	means the place at which the Works are to be carried out
Agreed by the Company	means agreed by the Company in a letter or document signed under the Company's name by an authorised person

The Housing Grants, Construction and Regeneration Act 1996 Part II is deemed to be fully included within the agreement between both parties without amendments.

MG GENERAL CONDITIONS OF CONTRACT

- Estimate Open for 12 weeks**

The estimate to contract for the Works shall be on the Company's headed paper and signed by an authorised person. The Company reserves the right to withdraw or amend the Estimate after twelve weeks from the date of issue if the estimate has not by that date been accepted unconditionally. Orders placed will require confirmation that works will progress within a further 6 weeks and delivery of steel to the site should be made available during this period.
- Estimate Net**

The estimate is net unless otherwise stated.
- Conflicting Conditions Inapplicable**

The Order shall imply unqualified acceptance of the Company's offer and any stipulations or conditions in a Customer's Order which would conflict with any of MG's General Conditions of Contract or in any way qualify or negate the same shall be deemed inapplicable to any Order placed with the Company unless otherwise agreed by the Company.
- Starting Date and Contract Time**

Any starting date or contract time, ie the time required on Site to finish the works, stated by the Company is subject to the usual conditions relating to strikes, lockouts, Force Majeure or other causes over which the Company has no control. Every effort will be made to maintain such dates or times but the Company shall not be bound by them.
- Provisional Sums**

When a provisional sum is included in the Estimate the final cost of the provisional work shall be calculated at rates stated in the Estimate or at the Company's Daywork rates.
- Variations**

Variations ordered by the Customer shall be measured and charged for (or credited as the case may be) at the rates used in the preparation of the estimate or rates analogous thereto. Should any additional works be expressly required to enable completion of our Contract, this work shall be carried out by the Client or by MG Construction Ltd and form an addition to the Contract. Where no rate is available work value shall be calculated in accordance with our Schedule of Daywork Rates.
- The Cost of Labour, Materials and Overheads**

The Contract Sum and all rates are based on working the Company's normal hours and on the cost of labour, materials, hire charges, insurance, taxes and other costs current at the time of the Estimate. The Company shall be entitled to increase the Contract sum and the rates proportionately if overtime working is or ordered or if any of the above costs arise before the works are completed.
- Completion of the Works**

When calculating the proportion of the Works completed at any stage of the Contract full account shall be taken of shop or office work executed off Site whether or not the results of the work have been delivered to or applied on site. The works shall be considered finished for the purpose of payment when not less than 90% by value of the works have been executed. The remaining work may include cleaning up or return visits to the Site to carry out finishing operations such as pinning up or the removal of shoring or operations delayed by physical reasons such as the removal of shuttering from uncured concrete.
- Terms of Payment**

Unless otherwise stated in the Estimate payment for the Works shall be as follows:
A) Interim payments: Interim valuations of work completed to date, inclusive of materials delivered to site, may be made at any time by the Company and application for payment issued to the Client.
B) A final valuation of the completed contract will be provided by the Company and application for outstanding monies owed made within 28 days of Completion.
C) Interim and final payments are to be received by MG Construction Ltd within 14 days of the application or invoice date.

If payment is not made within fourteen days of the presentation of demands the Company reserves right to cease work, to clear away all plant, equipment and unused materials from the Site and to do such additional works as are required to keep the Works safe. All costs arising from this action and from any return to Site shall be calculated in accordance with the MG Schedule of Daywork Charges and added to the Contract Sum. An additional finance charge of 4% above base rate per annum will be added to the Contract Sum if payment is in arrears.
- War Damage**

The Company shall not be liable for any loss, damage or injury of whatsoever nature due to or arising out of war, civil commotion, riot or like acts.
- Setting Out**

The Customer shall provide and maintain during the Contract time durable datum lines and level adjacent to but clear of the Works. On all piling subcontracts individual pile locations shall be set out by the customer and pile positions checked prior to demobilisation.
- The Company's Insurances**

The Company has existing Insurance Cover of £2,000,000 public liability, £10,000,000 employer's liability and £1,000,000 professional indemnity cover, which are subject to the respective Insurers terms, conditions and limitations and are available for inspection if desired. Failing written proof to the contrary the placing of the Order shall mean that the Company's existing insurances as summarised meet with the Customer's requirements. The Company will not accept liability for any claims not covered by the policies or in excess of the amounts mentioned and the Customer will indemnify the Company against all such claims. The Company will if required in writing arrange additional insurance (if this is possible) at the Customer's expense.
- Works not Effective until Completed**

During any underpinning or jacking work there must be some disturbance of load carrying arrangements and existing movement within the structure may continue and further movement may become evident. The Company's methods keep the disturbance to a minimum but no responsibility can be accepted for the consequences of these movements before completion of the Works and relevant work by others.
- Estimate Assumptions: Piling and Structural Works**

Unless otherwise agreed by the Company the Estimate has been based on the following and if the actual conditions are different from those stated below then the Company shall charge a variation for any work or services required:

Conditions of Structure

- When the Works start the condition and stability of the structure and neighbouring structures are not worse than at the date of the Estimate. During the progress of the works MG shall not be responsible for any deterioration in the stability caused by or the responsibility of others or as a direct result of carrying out works instructed by the Client or working to the Client's own specifications.

Hidden Defects and Loads

- That no hidden defects exist in the structure or neighbouring structures and no concealed stanchions, columns, beams or other sources of concentrated load exist in or nearby the Works.

Forces

- That the forces acting within the existing structure and/or the Company's work are those used when preparing the design, specifications and Estimate.

Ground Water

- That as work proceeds the nature of the works including the types of subsoil and ground water level and the types of construction encountered prove to be as expected.

Existing Work Adequate

- That where new or temporary work such as MG beams, needles, shores, stools or jacks are indicated as standing on existing works such existing work is assumed to be at least 300mm deep and sufficient to carry the load.

Sound Walls

- That any part of walls to be cut away are constructed of brickwork or soft stone adequately bonded throughout the thickness of the wall or of each leaf of the wall and the leaves of a wall are adequately tied together.

Courses

- That the edge of the area to be cut away is a joint between courses or a vertical joint.

Programme

- That the Works will proceed continuously or in stages during the Company's normal working hours in a sequence and in accordance with an agreed programme and that variations ordered by the Customer shall not substantially alter the nature of the Works or the flow of the Works on site.

Delays

- That the cost of any delays outside the Company's control shall be added to the Contract Sum.

Third Parties

- That the Works can be carried out without hindrance from third parties and that all notices and permissions required by or negotiations with adjoining owners or statutory bodies or other third parties will have been served, obtained or completed by others before work is commenced.

Access

- That the Customer shall, free of charge to the Company and whenever required during working hours, provide adequate access from the public highway for wheeled traffic to all working positions and adequate space for all the Company's material spoil and plant to stand on the Site adjacent to and convenient for the Works. Any ramps forming part of such access shall slope at not more than 1 in 10.

Design

- Any design produced by MG will be limited to individual pile design and specific structural items. MG will not be responsible for ascertaining the extent of underpinning required and rely on Client supplied design remit and Client supplied information for the suitability of any design subsequently produced. The underpinning design will not arrest settlements as a result of deeper subterranean problems such as collapsing mine workings etc. Failure to provide relevant factual information may require assumptions to be made which are at the Client's risk.
 - All design variations required to satisfactorily complete the contract will be measured and paid for by the Client.

15. Works Excluded from the Estimate

Unless otherwise specified in the Estimate or accompanying Standard Specification no allowance has been made for the following items:

- adequate shoring to structure where necessary, including the removal, replacement or adjustment of any timbering, flooring or shoring which may impede underpinning operations
- adequate supply of clean water at mains pressure and (if required) at a point or points convenient to the piling area(s). Site lighting adequate for safe working and suitable electricity supply
- welfare facilities in accordance with the Construction (Health and Welfare) Regulations 1966
- procurement of any necessary licences, sanctions and authorities, including any wayleaves, easements possessions, right of way or access for the execution of the Works
- Services - drainwork or work to water gas electric telephone or other services nor does the Company accept responsibility for damage to such services. The Client shall be responsible for arranging their removal and reinstatement.
- Resurfacing - replacing or resurfacing plaster paving steps floors or lawn cut away to give access to the Work or disturbed or marked due to the Work or the storage of materials and debris, naturally care will be taken to prevent unnecessary damage
- Making Good - making good, finishing, plastering, decorating and rendering work to gardens or other similar work
- Any security arrangements, watching etc considered necessary
- Others' Work - any work not described in the Estimate or work described as carried out by others
- Attendances. Schedule of the Company's standard attendances required.

16. Jacking

Estimates for jacking work are made in good faith and are based on experience gained from many successful jacking operations. However, jacking generally involves moving and handling buildings or structures in a manner not anticipated by the original designers. Thus each operation is partly experimental and the Company reserves the right to stop a jacking operation at any stage if the structure does not behave as expected and to charge for the work carried out.

- No allowance has been made for costs of whatsoever nature incurred or required as the result of encountering matter on site within, beside or under the structure being worked on that is or is deemed to be injurious to health and/or safety of people on or attending the site of the works during the execution or in the future. Any such costs will be charged as an extra to the Contract sum.

- No allowance has been made for other than normal planking and strutting as defined under Clause 1 definitions. Any costs incurred as a result of planking and strutting being other than normal as defined shall be charged as an extra to the contract sum.

19. Piling

Piling works shall be carried out to specifications issued by the Company enclosed with the estimate. The Company may work to technical specifications issued by the Client subject always that they do not conflict with the Company's Conditions of Contract.

- The Company shall not accept contra charges unless agreed in writing.

21. Subcontract Works

Should MG Construction Ltd be employed as a subcontractor any preambles to the main contract document is deemed to be the responsibility of the main contractor and shall only be incorporated in the subcontract by the Company if agreed in writing.

In many recent Contracts we believe insufficient initial investigation work has been carried out resulting in additional costs for the Client and inappropriate specifications issued. Our specifications are for the specialist type of Contract we carry out. Unless stated otherwise, we rely on information provided to produce accurate tender quotations.
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