



‘Terms and Conditions’ for J.Mould (Reading) (the Company)

The following terms and conditions apply to all tenders, quotations and sale orders placed with “the Company”, whether known as J.Mould (Reading) or any of its associated entities.

1. Contract

- a. The following documents only and their annexes, if any, shall together constitute the Contract between the Company and the Client and the term “the Contract” shall include the following documents:
 - i. These Terms and Conditions;
 - ii. The Company’s Order Acknowledgement
 - iii. The Company’s Tender, Quotation or Offer
 - iv. Any other documents referred to in the Tender, Quotation, Offer or Order Acknowledgement.
- b. In the event of any ambiguity or discrepancy in the documents, the priority of the documents shall be the order listed in sub-clause 1(a)
- c. For the purposes of the Contract, a "Consumer" means any natural person who is acting for purposes, which are outside his trade, business or profession
- d. Where the Client is not a Consumer, the Contract as defined in sub-clause 1(a) constitutes a complete statement of the contractual rights and liabilities of the Company and Client in relation to the Works and no negotiations between them nor any other document agreed or signed by them prior to the date of the Order Acknowledgement shall be of any contractual effect
- e. Any variation to the Terms and Conditions must be agreed in writing by an Authorised Representative of the Company. (See Clause 15)

2. General

The following terms and conditions apply to all tenders, quotations and, orders placed with the Company, except where varied in writing in accordance with clause 1(e).

They will be found to accord with the usual customs and statutory regulations in the industry and do not affect the Client’s rights under common law but are stated specifically to avoid misunderstanding.

The placing of an order/letter of intent with the Company by the Client or Consumer shall be deemed to be their unconditional acceptance of these terms and conditions which shall override any terms and conditions stipulated by the Client whether referred to or contained in the Clients enquiry, order, meeting minutes, preorder communications or otherwise.

All works to be carried out will be during normal working hours (7.30am - 5.00pm) Monday - Friday unless stated otherwise.

3. Prices

- a. Shall not be subject to, set off, liquidated/ascertained damages, retention and/or discount
- b. Are subject to VAT at the prevailing rate
- c. Do not include for making good, unless specified in the Company’s quotation
- d. Do not include for any attendances, scaffolding or any other facilities unless specified in the Company’s quotation
- e. Do not include for any Company or Group Guarantee, Collateral Warranty or Performance Bond
- f. Excludes for any aspect of design for either the temporary or permanent works unless expressly stated within the Company’s quotation
- g. The prices are valid for a period of 30 days from the date of the Company’s quotation.

4. Works

The Company shall execute and carry out the Works using reasonable skill and care in accordance with the Contract and reasonable instructions supplied to it from time to time by the Client.

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5. Commencement and Completion

- a. The Client will make the site available to the Company for the Commencement Date stated in the Company's Order Acknowledgement and for the duration of the Works
- b. The Client will have secured all permissions, way leaves and satisfied conditions of adjoining occupiers, Party Wall Agreements, statutory undertakings, authorities, archaeologists and all interest third parties prior to commencement on site
- c. The Company shall have exclusive possession of the site for the duration of the works
- d. Where no Commencement Date is stated in the Order Acknowledgement, the Client will give the Company a minimum of three weeks' notice of the Commencement Date
- e. The Company shall carry out and complete the Works in the Contract Period stated in the Company's Order Acknowledgement, subject to any adjustment in extension of time issued by the Client and agreed by the Company
- f. The Client shall supply all drawings, details or information necessary for the Company to perform its obligation under the Contract
- g. Completion of the Works will be achieved on the date on which all Works are completed with the exception of minor defects or work of a minor nature
- h. The Company will be entitled to an extension of time to the Contract Period for any delays caused to the Works for reasons beyond the control of the Company including but not limited to:
 - i. Compliance with instructions of the Client
 - ii. Adverse weather conditions
 - iii. Civil commotion, wars, riots, lock-outs, terrorism or the threat of terrorism
 - iv. The Company's inability to secure labour, plant and materials
 - v. Obstruction of the Works
 - vi. The Client's failure to make the site available to the Company
 - vii. The carrying out of other works by the Client, another Company, a local authority or statutory undertaker
 - viii. Delays in receiving statutory approvals
 - ix. Delay in affecting repairs to damaged services
 - x. Acts of prevention and impediment caused by the Client and/or his representatives and third parties.
 - xi. The suspension of the Works by the Company pursuant to clause 5

6. Programme and Methodology

- a. The Company will be entitled to recovery of costs where the Client frustrates the defined sequence, individual task duration and dates
- b. The Company will provide a Method Statement of how the works are to be undertaken and contain assumptions or proposals on which the prices are based. The Company will be entitled to recovery of costs should the Client interfere or seek to change such methods
- c. The Company's Method statement shall take precedence over any and all other document provided by the Client
- d. The Company has the option to amend the Method Statement at its sole discretion without penalty or forfeit

7. Price Fluctuation

- a. Prices are fixed for 30 days from the date of the Company's quotation, after which time, the Company may be entitled to make reasonable variations to the Price to include, but not limited to, any increase in the cost of, labour, goods, materials, taxes duties, disposal and salvage revenue on which the quotation was based
- b. Quotations are given on the basis that access will be available for the purpose of the Works (during normal working hours) and if such access is not available, the Company shall be entitled to make any reasonable additional charges, to the Client, for the loss and/or expense and/or damage so incurred due to access not being available

8. Damage to the Client's Property

Whilst the Company will exercise reasonable skill and care to ensure that there is no damage to the Client's property, the Company will accept no responsibility for damage however arising, unless it can be clearly and unambiguously demonstrated, that such damage, was as a result of the Company's negligence.

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9. Defects

- a. The Client acknowledges the right of the Company to correct any agreed insufficiency or defects in works carried out and to address any reasonable cause for complaint by the Client
- b. If the Company is prevented by the Client from taking appropriate remedial action within a reasonable time after completion of the work, the Client will become solely responsible for any subsequent costs of remedial works and/or alternative remedial actions whether agreed with the Company or not

10. Loss and/or Expense

The Company will be entitled to payment by the Client for any direct and/or indirect loss and/or expense it may incur as a result of the regular progress of the works being disrupted or prolonged for reasons beyond the control of the Company, including but not limited to: -

- a. Compliance with instructions of the Client
- b. Adverse weather conditions
- c. Civil commotion, wars, riots, lock-outs, terrorism or the threat of terrorism
- d. The Company's inability to secure labour, plant and materials
- e. Obstruction of the Works
- f. The Client's failure to make the site available to the Company or the carrying out of works by the Client, or another Company, or a local authority or statutory undertaker
- g. Delays in receiving statutory approvals
- h. Acts of prevention by the Client
- i. The suspension of the Works by the Company in pursuance to condition 5 and 8, including remobilisation charges
- j. The repair and damage to services
- k. Increased costs in waste disposal from that provided for in the tender
- l. The provisions of condition 10 are without prejudice to any other rights or remedies that the Company may possess in relation to the recovery of the direct and/or indirect loss and/ or expense incurred by the Company

11. Terms of Payment

- a. All payments are due 14 days from date of invoice or payment application
- b. If the value of the Works exceeds £5,000.00 the Company reserves the right to request interim monthly payment applications during the works
- c. The Company shall make written application to the Client for each interim payment and the due date will be the issue date of the application
- d. The Client agrees to make such payment (in relation to clause 11.c) within 14 days of application by the Company (the final date payment)
- e. No later than five days before the final date for payment the Client shall issue a notice to the Company of an amount due. Such notice shall be in sufficient detail to identify the amount due and the basis on which the amount was calculated
- f. If the Client fails to properly issue a notice pursuant to Condition 11 (e) the Application for Payment will constitute a default payment notice and the amount due to the Company shall be the sum stated in the Interim application for payment which the Client shall pay by the final date for payment.
- g. If such payment is not made by the Client, the Company reserves the right to suspend or abandon the Works and to remove all unfixed materials, tools and other equipment from the Client's site

12. Overdue Accounts

The Company reserves the right to charge the Client, on overdue accounts, at a daily rate equal to 8% above the clearing banks base lending rate and the Company reserves its statutory rights to claim interest and compensation for debt recovery costs in accordance with the Late Payment of Commercial Debts and Interest Act 1998 if the Client fails to make payment in accordance with the Company's credit terms.



13. Termination of Contract

The Company may, without prejudice to any other rights, forthwith terminate any contractual agreement with the Client on written notice if the Client:

- a. Being a Company, pass a winding up resolution or a court order is made to that effect
- b. Being a partnership or unincorporated association, is dissolved, or
- c. If a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar official is appointment over any of your assets or you are made bankrupt or you otherwise enter into any composition agreement with your creditors

On termination of the Contract, the Client will make payment to the Company for the following items within 14 calendar days of the date of termination, after taking into account amounts previously paid:

- d. The Gross Valuation of the Works valued in accordance with these terms
- e. Any other loss and/or expense caused to the Company by the determination including loss of overheads and profit on works not undertaken of twenty-six percent (26%)
- f. The cost of the Company removing from site all plant, tools and equipment

14. Cancellation or Delay

- a. If the Client amends or cancels an order, the Company reserve the right to claim loss and/or expense and/or damage incurred at the date of cancellation or amendment, including loss of profit
- b. Delivery dates are given in good faith however the Company accepts no liability for any delays in executing the works from causes beyond our control including, fire incidents, poor weather, transport/travelling delays, labour disputes or shortage of materials or equipment
- c. Orders are accepted subject to the Company reserving the right to cancel, without liability, if prevented by reason of events that are outside of the Company's control

15. Variation of Terms and Conditions

It shall be a condition precedent that no variation in these terms and conditions shall be valid unless the same is given in writing and signed by an authorised representative of the Company. For avoidance of doubt no employees, other than Jay Mould acting on behalf of the Company has the authority to agree any variation or addition to these standard conditions or to make any representations relating to the Order or any matter referred to therein.

Such changes and or agreement can only be issued in writing and on each occasion be issued on J.Mould Letter Head and issued in writing to the Parties; email exchanges are not valid.

16. Demolition Services Terms and Conditions

Interruptions to work shall result in day work schedules being applied at the Company's Standard Rates and

- a. Prices do not include for welfare facilities, hoists, power supplies, storage, skips, chutes, scaffolding unless specified in the quotation
- b. Prices do not include for removing loose rubbish/items unless specified in quotation
- c. Prices do not include for the removal of hazardous waste, disconnection of services, fencing, propping or weather proofing or waterproofing of works or retained structures/facades, unless specified in quotation
- d. Prices do not include for Diamond cutting/drilling, Craneage or protection of works unless specified in quotation or Company's Method Statement
- e. Prices do not include for any segregation/separation of the demolition works from adjoining structures unless specifically described within the method statement.
- f. Prices do not include for removal of foundations unless specification in quotation
- g. All foundations if priced will be priced at an average of 1m deep and of strip construction
- h. Prices do not include for any stability reports/works engineering cost
- i. Any materials excavated and/or processed on site for fill is returned as unengineered fill.
- j. Prices exclude for any imported materials should any deficiency arise from the processing/movement of materials unless specified to the contrary in the quotation.
- k. Prices will not include for the breaking out of foundations outside the site boundary
- l. Prices do not include for the degassing of apparatus and equipment
- m. Prices do not include for the remove of hazardous or non hazardous liquids or the cleansing of tanks

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- n. Prices do not provide for the protection, disconnection, removal, maintenance or diversion of services unless expressly stated to the contrary in the Company's Method Statement
- o. Additional rates will be charged for silencing equipment and/or procuring plant having more onerous emissions criteria beyond that of the original manufacturers specifications
- p. Prices do not include for the monitoring and taking of samples in respect of noise, vibration, movement dust and emissions unless expressly stated in the Company's Method Statement.
- q. Unless agreed otherwise in the quotation, the Client will obtain all necessary consents relating to the Works and pay all relevant fees
- r. The Prices benefit from the salvage of materials recognised at time of tender inspection, should any change occur at time of the Company's site possession then any perceived losses will be considered an entitlement for compensation

17. Asbestos Removal Services Terms and Conditions (Standard Conditions)

Interruptions to work (unless solely caused by the Company) shall result in day work schedules being applied at the Company's standard rates and

- a. The Company will require the Client to supply an uninterrupted 1/2 " pressurised water supply and
- b. An uninterrupted suitable and sufficient 110 volts and 240-volt electrical supply
- c. Interruptions to the Works, which are not as a consequence of fault by the Company, will result in day work schedules being applied for all associated, labour, supervision, equipment and any other ancillaries associated with the Works and these will be charged to the Client at the Company's standard rates
- d. The company are licensed by the HSE and have been assessed and deemed competent to carry out licensed removal works. Suggested changes in methodology must be approved by the Company's Senior Management and will only be permitted if within line with current legislation and the licensing framework. Only recommendations from competent consultants that hold a HSE Supervisory License will be considered for inclusion. Any agreed changes initiated by the Client or his agents will be considered a variation to the contract and warrant an entitlement for compensation.
- e. Prices are limited to the removal of that defined (and positively identified and quantified) any omission (assumptions) or shortcoming shall be subject to variation and additional entitlement
- f. It is brought to the attention of the Client that the Works may be subject to 14-day notice to the enforcing authority
- g. It is the Client's responsibility to ensure that all work areas are completely clear of loose items including, but not limited to, furniture and equipment, prior to the commencement of the Works and as a result of failure by the Client to observe the requirement of this clause, any additional work carried out by the Company's operatives, in clearing areas, will be re-charged to the Client at the Company's standard labour rates. Additionally, where fixed furniture prevents removal, additional charges will be levied by the Company to the Client, to remove (but not reinstate) fixed furniture or removal will be limited to areas accessible to the Company's operatives
- h. Although every care will be taken when undertaking the Works, the Company is unable to accept liability for any damage caused to the Client's decorations etc.
- i. Any cancellation of the Commencement Date of the Works as shown on the HSE notification form (ASB 5) which is not as a direct result of fault on the part of the Company will result in an administration charge of £375.00(as from time to time may be revised) being levied to the Client by the Company and furthermore if the Company's operatives have arrived on site and are unable to begin the Works the charges in relation to 17 (c) will apply

18. Health & Safety

Health and Safety Each party acknowledges that it is aware of and undertakes to the other that in relation to the Works and site it will duly comply with the HASAWA 1974, Construction (Design and Management) Regulations and all mandatory applicable regulations including legislation or subordinate legislation which may amend, repeal or replace these regulations. The Client shall strictly comply with the requirements of the Company's Health and Safety policies.

Should the company be forced to implement controls above and beyond that required within mandatory regulations or our standard operating procedures, all costs incurred will be calculated and forwarded to the client.

Should the company be requested to change our Safe System of Work (SSOW) mid contract, all costs incurred will be calculated and forwarded to the client.

19. Changes/Variation to the Works

The Company will not be obligated to works to changes denoted on revisions to control documents conveyed by information portal, website or other data exchange facilities. The onus remains on the Client or his professionals or Third Parties to specifically identify and revision, change and specifically request its inclusion.

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The Company where appropriate will offer a quotation for varied works. There will be no obligation placed on the Company to act upon a variation unless the variation and its terms are agreed by the Client and approved by the Company in writing. The Company will not be obligated to act upon oral or emailed instructions until such instructions are confirmed by the Client in writing and then approved by the Company.

20. Standard Rates

- a. Recovery of activities and delays not exercised under the acceptance of a written quotation shall be recovered on the current publication of NFDC Rates for Supervisors and Labour.
- b. Plant shall be recovered on the CECA Rates current at the formation of the Contract plus twenty-six percent (26%)
- c. Materials all other charges will be levied at cost plus twenty six percent (26%).

21. Final Account and Final Payment

- a. Within a reasonable period of time after completion (not more than four weeks from the date of Practical Completion) the Company shall deliver to the Client an itemised Final Account detailing:
 - i. The Contract Sum
 - ii. The value of variations
 - iii. Any adjustments required by Condition 7
 - iv. Any adjustments to the Contract Sum including loss and expense allowed and/or required by this contract
 - v. The total of amounts previously paid
 - vi. The balance outstanding
- b. The due date for payment of the Final Account shall be 14 days from the date of submission of the Final Account and the final date for payment shall be four days thereafter
- c. The Client shall issue like notices pursuant to Condition 11
- d. In the event of failure to properly issue such notices pursuant to Condition 11, then the amount of payment to the Company shall be the sum stated in the Final Account

22. Insurance

- a. Unless otherwise agreed in writing by the Authorised Representative of the Company, the Company will insure against its liability to an amount of, £1 million for Employers liability, £1 million for Public and Products liability and £1 million for Professional Indemnity
- b. It is acknowledged by the Client that the Company may provide cover in excess of these individual amounts on a specific basis and at the written request of the Client, but any additional premium for providing such additional cover will be recoverable from the Client
- c. The Client will remain responsibly for the taking out of joint names insurance for the damage to surrounding property sustained by reason of damage to any property (or service) weakened or damaged caused by collapse, subsidence, heave, vibration weakening or removal of support or lowering of ground water arising out of or in the course or by reason of the carrying out of the works.
- d. The Client will indemnify the Contractor for loss or damage to the works including material and goods intended to be incorporated into the works or considered as salvage; whether known to the client or not. The insured risk shall be at the sole risk of the Client as regards to loss or damage caused by fire, lightning, explosion, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, earthquake, aircraft, riot and civil commotion and acts of terrorism.

23. Assignment

Neither party shall assign, transfer, sub contract or sublet (other than the Company's right to do so as defined by the use of their Service Provider) the whole or any part of the Contract without the prior written consent of the other party.

24. Subletting

The Contractor shall be entitled at his sole discretion to sub-let any part of parts of the works, which in the sole opinion of the Contractor ought to be delegate to a Specialist Sub-contractor.

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25. Confidentiality

The Company, the Client, their employees and agents at all times shall keep confidential and secret and shall not disclose to any person (other than a person authorized by the other party) all information and other matters acquired by them in connection with the Contract, or in connection with the affairs, financial or otherwise, of either party (save to the extent that such information is to be disclosed by law or is already in the public domain) or other than by reason of breach of this condition either by the Company or the Client.

26. Intellectual Property Rights

- a. The Company retains all property rights, including Intellectual Property Rights, in the Specified Service and any patterns, drawings, samples, artwork, report formats, materials and information, including Service Provider information, issued to the Client who may use such information for the purpose of and during the term of the Contract and must return to the Company such information or not use such information following the end, or termination of the Contract
- b. All Intellectual Property Rights in all items delivered to the Client pursuant to the Specified Service carried out by the Company under this Contract shall be assigned to and vest in the Company absolutely, save for any pre- existing Intellectual Property Rights of the Client or third parties and shall at all times remain with the originating party. The Company grants to the Client a license to copy its pre- existing Intellectual Property Rights and those of third party Service Provider's or suppliers for its own use. The Client must not provide or copy any such Intellectual Property of any third party without the Company's prior written consent
- c. Subject to the foregoing, any Intellectual Property arising out of the provision of the said Specified Service shall be assigned and vest in the Company absolutely as and when such item comes into existence
- d. The Client shall take all necessary steps to ensure that the foregoing provisions of clause 15 have full effect, such steps to include, but not limited to, insertion of corresponding provisions in any contracts with other sub contractors or other third parties
- e. Subject to the foregoing, those parts of any software or reports or report format or Service Provider information specifically developed or written under Contract and the copyright thereto and all intellectual property therein shall belong to and vest in the Company absolutely. Furthermore, the Client acknowledges that if there is a miss use of the said information, and which use, in the opinion of the Company, would have a detrimental effect upon the Company, this would be in breach of contract and the Company would be entitled to compensation from the Client accordingly in such sums to be determined appropriate by a Court of Law
- f. The Client will additionally indemnify the Company in relation to any unauthorised use or infringement of third party Intellectual Property Rights and which rights are vested in that third party

27. Entire Agreement

These Conditions, together with the Company's quotation and any other specific terms set out in the Company's Order Acknowledgment, constitute the entire agreement between the parties and supersede any previous agreement or understanding between the parties and no variation to these conditions is valid or binding unless approved in writing by the Authorised Representative of the Company.

All other terms and conditions expressed or implied, by statute, or otherwise, are excluded to the fullest extent permitted by law.

28. Notices

Any Notice shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

All written and oral communications, notices and documents relating to the Contract shall be in English.

29. Dispute Resolution

If the Contractor and Client cannot resolve any dispute or difference by negotiation, then they shall attempt in good faith to resolve it through an ADR mediation procedure. The Contractor and the Client each has the right to refer any dispute under the Contract to adjudication. The decision of the adjudicator shall be binding until the dispute is finally determined by arbitration, or by legal proceedings to correspond with the final form for dispute resolution in the principal contract.

30. Law

English Law shall apply to the Contract and the parties agree to submit to the exclusive jurisdiction of the English Courts.



31. Severability

If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

32. Data Protection

All parties must protect personal data in accordance with the provisions and principles of the Data Protection Act 1998, and any subsequent revision of this Act and in particular the Client must ensure compliance with the Company's security arrangements and ensure the reliability of its staff that has access to any personal data held. In addition, if the Client is required to access or process personal data held by the Company, the Client shall keep all such personal data secure at all times and shall only process such data in accordance with instructions agreed with the Company.

33. Publicity

The Company may be entitled, if it so wishes, to use for advertising purposes, such information about the supply of services or goods or work undertaken on behalf of the Client.