

STANDARD TERMS AND CONDITIONS OF BUSINESS FOR DIRECT WORKS

1. All Contracts which King's Lynn IDB (hereinafter called "The Board") shall enter into are subject to these Terms and Conditions and it is hereby expressly agreed by the Customer (which expression shall include any individual, firm, company or other party with whom the Board contracts) that the Customer's contractual conditions, if any, are excluded in their entirety and no variation in these Terms and Conditions will be accepted by the Board unless agreed to in writing by the Chief Executive of the Board.
2. Any quotation by the Board, being either a fixed price quotation or an estimate (hereinafter referred to as a "quotation") is only an invitation to the Customer to treat and no order of the Customer placed with the Board in pursuance of a quotation shall be binding on the Board unless and until it is accepted in writing by the Board.
3. Unless otherwise stated on the quotation all quotations from the Board will only be valid for sixty days from the date thereof.
4. Unless otherwise stated in the quotation, all prices stated on the quotation will be subject to VAT at the appropriate rate, which will be added to the quoted price and due for payment upon completion of the work.
5. Unless specifically stated in the quotation, all requisite water, power, site access and storage accommodation are to be provided by the Customer free of charge. Furthermore, the Customer (which shall also include the Directors, Officers, Trustees and Members etc. of the Customer), and any other organisation in which the Customer, its Directors, Officers, Trustees and Members has a beneficial interest in or a position of influence over the land/property where the work is being carried out, shall not be entitled to any compensation or claim from the Board other than for negligence, before, during or after the work has been completed. The Customer shall fully absolve the Board from all such liabilities howsoever arising, before, during and after the work has been completed.
6. Title to the goods supplied under the Contract will remain with the Board and will only pass to the Customer when the full Contract price has been paid, in addition to the VAT. The Intellectual Property Rights to and associated Designs of all infrastructure and/or structures built under the Contract shall vest with the Board in perpetuity. Unless otherwise expressly stated in the quotation, the maintenance liability for any infrastructure and/or structures built under the contract (including scrapes, flood storage areas, pits, ordinary watercourses, earth embankments and retaining walls, and SuDS) shall either remain with or devolve to the Customer after the work has been completed.
7. The Customer shall not, without express prior written consent from the Chief Executive of the Board, be entitled to deduct or set off from any monies due under the Contract, for whatever reason.
8. Payment is due in full within 14 days from receipt by the Customer of the Board's Invoice, unless otherwise stated or agreed in writing between the Customer and Chief Executive of the Board. The Customer will be deemed to have received the Board's Invoice immediately (if sent by email to the Customer) and after two days (if sent by post to the Customer).
9. Unless specifically stated in the quotation, the Customer will not be entitled to make any retention against the Contract price (which includes the VAT) for any reason whatsoever.
10. In the event of any delay in the payment of any sums payable to the Board under this Contract interest shall be payable thereon at the rate of four per cent per annum above the National Westminster Bank plc base lending rate from time to time in force from the due date to the date of actual payment.
11. Where the quotation is based upon the Customer's own design and/or specification, no Warranty, Condition or Guarantee is given or implied as to its suitability for the purposes for which it is intended and no liability can be accepted by the Board for any failure, defect or mistake in such design and/or specification.
12. Sample materials submitted either by the Board or the Customer are only to be accepted as showing substance and general character, since equality of the bulk in colour, size or shape of the materials used cannot be guaranteed by the Board.
13. Drawings, plans, maps and/or sketches submitted either by the Board or the Customer are only to be accepted as an indication of the work that is to be carried out under the Contract, unless otherwise expressly stated in the quotation.
14. In view of the nature of drainage work the Customer is specifically warned as follows:
 - (i) The Board cannot accept any responsibility or claim for damage/loss to land, property etc. or the contents of buildings, unless it can be shown to be due to the negligence of an agent or employee of the Board. Any such claim will always be limited to the extent of the Board's Public and Products Liability Insurance cover.
 - (ii) The use of plant and specialist equipment, etc. is necessary for the work in question and the security of the Customer's premises may be prejudiced whilst the work is being carried out. The Board does not accept any responsibility for any loss or damage sustained by the Customer as a result of this and Customers are therefore advised to pay specific attention to the security of their property and to ensure that their insurance policies are valid and effective during the period of the work.
15. Unless otherwise agreed in writing at the time of the Contract being made, all materials and/or spoil removed as a result of the work being carried out become the property of the Board, and the Board will be free to dispose of these items as it sees fit. This will never place an obligation on the Board to remove materials and/or spoil from site and the Board accepts no liability to the Customer or any third party howsoever arising from leaving any such materials and/or spoil on site.
16. Unless expressly stated in the quotation, the Board accepts no responsibility for obtaining any relevant Flood Risk, Environmental, Planning or Building Regulation Permission, Permit, Consent, Assent or Licence and the Customer must ensure that all relevant Permissions have been obtained and that a Habitat Regulations Assessment has been carried out and agreed with Natural England (if appropriate) prior to the commencement of the work.

Signed by Customer Print Name

For and on behalf of (if appropriate) Job Title

Date