

### Commercial matters

- Is strictly nett, valid for 30 days and excludes VAT & MCD
- Is based upon a standard working week and excludes out of hours or weekend work
- Is warranted for a period of 12 months. However, the warranty does not apply, if in accordance with our recommendations, a contract with a specialist approved Maintenance Company is not in place and the manufacturers recommended servicing carried out and recorded. It is also a condition that the Building/Facilities Manager is M&E competent. The warranty does not extend to damage due to maltreatment to the Goods
- Is in accordance with the provisions of the LATE PAYMENT OF COMMERCIAL DEBTS (INTEREST) ACT 1998, monies due to us shall incur interest at 8% above the Bank of England's current rate
  
- Assumes we have continuity of installation, with uninterrupted access
- Assumes than an appropriate JCT standard form of Sub-Contract will be used and subject to agreement of all necessary details to enable Articles of Agreement to be completed
- Assumes ceiling voids allow soil, waste and condensate pipes to fall to drain, are accessible and deep enough to accommodate proposed M&E services
- Assumes all relevant drawing supplied in AutoCAD \*.dwg format free of charge
- Assumes existing services (if present) comply with the relevant governing bodies and local authorities' requirements, are sound, require no remedial works and can accommodate the extra loads that will be required for the effective performance of the contracted installation
- Assumes our installed Mechanical services will not be used to dry out the building prior to practical completion.
  
- Excludes any costs to provide performance bonds or collateral warranties
- Excludes consequential loss or damage.
- Excludes any structural suitability calculations or works required
- Excludes BREEAM requirements for a specific rating that are not clearly identified under a pre-tender BREEAM register or mentioned in the specification
- Excludes rebalancing and/or readjustment of retained equipment/services that is not directly affected by our new works
- Excludes costs associated with Pro-forma invoices or advanced payments to uniquely specified, preferred suppliers or sub-contractors.
- Excludes any provisional sums, prime cost sums, contingencies or dayworks

### Dayworks

Should works be carried out as day-work our rates are, under BESA/RICS & ECA/RICS (current at time of work carried out) definition agreement to be as follows: Labour +155%, Materials & Sub-contract costs +20%, Plant +20% and Non-productive overtime +35%. Current daywork all in rate £40 per hour

### Insurances

- 1, Employees Liability £10,000,000
- 2, Contractors all risks £4,500,000
- 3, Public Liability £5,000,000
- 4, Product Liability £5,000,000
- 5, Professionals Indemnity £10,000,000

### Force Majeure

Ambivent shall not be liable whatsoever for non-delivery or delay in delivery directly or indirectly resulting from or cause by an Act of God, Pandemic disease, outbreak of war, hostilities, insurrection, riot, civil disturbance, fire, flood, explosion, accident, theft, climatic conditions, Government act or regulations, shortage of materials, strike, lock out or trade dispute (either Ambivent's employees or other parties) or caused by any other circumstances outside of Ambivent's control.

### Building Control Notification

Regardless of whether our contracted works have been designed by the appointed principal designer or ourselves, we have assumed that building control notification has been carried out under full plan submission by others. If this is not the case, we will employ a building consultant that is registered under the Competent Persons Scheme and they will lodge the works. This work will be deemed a variation to the contract.

