

ACCEPTANCE



Date:
Ref: BL/26-27

I accept your quotation of the above works.

Total: £ 7,716.58

Signed:.....
.....

Name:

Date:

Address:

Please return acceptance slip to Open Spaces Admin:
Groundsmaintenance@somerset.gov.uk

PO Box 866, Taunton, TA1 9GS
t: 0300 304 8000 www.somerset.gov.uk

CONDITIONS OF SALE

This agreement, made between **Somerset Council** ("the Company") and **the quotation acceptant** ("the Client") sets out the terms and conditions under which the Company agrees that the Client may utilise the services of the Company. These terms and conditions include the details of the agreement contained within the Private Works Quotation specification.

1 Financial

1. For the purposes of VAT legislation, all sales will be subject to VAT at prevailing rates.
2. Save through its own negligence, the Company accepts no liability in respect of any loss, damage, injury or death sustained howsoever caused.
3. Appointments should not be considered as confirmed until the Company has acknowledged receipt of the completed Quotation Acceptance Slip.
4. Full payment of the balance for the total invoice value is required within 14 days of receipt of the invoice.
5. Payment in instalments may be permitted by prior arrangement only with the Company and agreed in writing.
6. A deposit may be required by the Company in some circumstances. This may be when the cost of materials or plant and equipment hire are high or the work is otherwise of a high value. Deposits may also be required in certain other circumstances.
7. Charges for additional services or goods which may not be known in advance may be invoiced separately. Payment of additional sums is required within 14 days of receipt of the invoice.
8. Cancellation of any works accepted under the terms of this contract must be in writing to Somerset Council. Cancellation during the 7 days immediately prior to a prearranged appointment for works to be undertaken will be subject to the Client paying the value of costs incurred by the Somerset West & Taunton up to 100% of the quotation value. Cancellation during the period 8 to 21 days prior to the commencement of the work may be subject to the Client paying costs incurred up to 50% of the quotation value. Cancellation during the period 22 to 30 days prior to the commencement of the work may be subject to the Client paying costs incurred up to 25% of the quotation value. The Company reserves the right to cancel any booking on seven days notice and the liability of the Company will be limited to a full refund of any monies paid in advance of the agreed work. In respect of the above, costs incurred may include plant and equipment hire, materials ordered, restocking costs and any other costs incurred in preparing to undertake agreed works as detailed within his quotation.
9. Materials shall remain in the ownership of the Company until such time as all invoices relating to the quoted and associated works are paid in full.
10. The cost of non-stock materials bought specifically for the works detailed within his quotation may be recharged to the Client in the case of cancellation by the Client under clause 1.8 of these terms & conditions.
11. The Company will work with clients should it be necessary to postpone accepted quoted works for an agreed period of time due to unforeseen circumstances, provided additional cost have not been unreasonably incurred by the Company. Should this situation be encountered, the Client should advise the Company at the earliest opportunity so that alternative arrangements can be made.

2 General

1. It is the responsibility of the Client to facilitate compliance by the Company with all requirements of the Fire Precautions Act 1971, the Health and Safety at Work Act 1974 and all other relevant statutory requirements so far as they affect the Client's use and occupation of the premises and the undertaking of the agreed scope of work.
2. The Client shall not do or permit or suffer anything to be done which may cause a nuisance to the Company, its employees or authorised representatives during the course of agreed works to which this contract relates or the occupiers of any other part of the premises nor do or permit anything to be done whereby the Company's insurance policies would in any way be made void or invalid.
3. In accordance with the No Smoking policy operated by Somerset Council, our employees and representatives have the right to work within a smoke-free environment. The Client is requested to respect this policy. Somerset Council staff have the right to withdraw themselves from any work environment that prevents them working in accordance with this policy. Should agreed works be prevented from being completed because of non-compliance with this condition, the Client will remain responsible for all accepted costs and may need to make alternative arrangements for completion of outstanding works.

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