



ESTIMATE

KINGSTON PAVILION
terry.k@thoughtbubble.com

SJK/JS

02 June 2021

Re: Entrance Corridor

To remove existing vinyl floor coverings and clear from site.

To supply and apply Stopgap 131 Primer to entire area.

To supply, lay and trowel on Stopgap 1200 Pro smoothing compound to entire area.

To supply, lay, fit, adhere and weld Polyflor Forest FX vinyl floor coverings to match existing as near as possible to entire area with thermo-welded joints.

To allow to thermo-weld joints between new vinyl and existing vinyl in doorlines.

To supply and apply White mastic bead to perimeters.

To allow to replace vinyl floor coverings to floor box lids within main hall.

To allow to carry out work during normal working hours.

Contract Price £1350.00 + VAT.

NOTES

1. Prices are exclusive of VAT.
2. This is a firm price if accepted within three weeks and the work undertaken within two months. Outside these periods it is subject to manufacturers' prices, labour rates, material availability and rates of VAT ruling at the time of delivery.
3. **Should you find this estimate acceptable we would be obliged to receive your written confirmation and deposit of one half of the estimate price.**

FULL PAYMENT IS DUE ON COMPLETION

Bank Details:- 20-12-75 – Account No: 90025992 – P H Buxton & Sons Ltd

Payment can be made by Bacs, Credit or Debit Cards.

STEVE KNIGHT



TERMS & CONDITIONS OF SALE

DEFINITIONS

1. 'BUXTONS' – P H Buxton & Sons Ltd.
'CUSTOMER' – The Person, Firm or Company with whom Buxtons contracts.

GENERAL

2. No order of the Customer placed with Buxtons in pursuance of a tender or estimate given by Buxtons shall be binding on Buxtons unless and until it is accepted in writing.

3. Any Contract, how so ever made, between Buxtons and the Customer ('The Contract') shall incorporate and be subject to these conditions.

3a. Where an enquiry is made by way of a Bill of Quantity ('BoQ'), the BoQ must be accompanied by detailed finishing drawings provided by the Customer. Where it is not possible to provide such drawings, Buxtons reserves the right to charge extra for all additional items (including labour and materials) reasonably arising from the uncertainty caused at the time of Acceptance of the BoQ by Buxtons (by way of its acknowledgement of order form).

4. The only terms of the Contract shall be as provided by these conditions and by those contained expressly or by reference in the companies tender, estimate or acknowledgement of order form and any statement or representation written or oral, made or given, prior to the date of the Contract by any representative of Buxtons is hereby excluded unless incorporated therein. Any additional or limiting terms sought to be imposed by the Customer shall have no effect.

5. **SHADING** – Shading is a natural result of carpet wear and can be particularly noticeable on plain coloured cut-pile carpets. It might appear as though the carpet colour has changed but this is simply the effect of uneven pressure on the pile surface caused by treading. This characteristic is not due to any manufacturing fault and neither we, nor our suppliers, can accept responsibility for this effect.

PRICES

6. Any additional loss or expenses occasioned by the variation of the quality, quantity or extent of the works, or by instructions issued by the Customer or whatsoever nature are to be reimbursed by the Customer.

7. It is a condition of this contract that the Customer must provide an adequate and acceptable damp proof membrane to all floors at ground level or lower than ground floor level. Buxtons cannot be held responsible for any consequential damage due to failure of the structure or the damp proof membrane.

8. All floors will be laid square to the main walls and in one colour per material type unless otherwise specified in writing.

9. The costs incurred by way of abortive journeys to the site caused by reasons beyond the control of Buxtons shall be charged to the Customer.

10. In the event of there being an allegation of defective workmanship or material, notice in writing must be given forthwith to Buxtons at their Head Office.

11. It is the Customers responsibility to ensure that the building is efficiently and properly ventilated and heated before, during and after laying floors in order to prevent dampness affecting the works.

No responsibility will be accepted by Buxtons for causes beyond its control.

12. No responsibility will be accepted for loss or delay arising by way of strike, lockout, fire, storm, flood, tempest or for any other circumstances of whatsoever nature, beyond the control of Buxtons.

13. The responsibility for all goods delivered to the site shall pass to the Customer at the time of such delivery. Notwithstanding such delivery, the property in, and title to the goods shall not pass to the Customer except as provided by Clause 15.

14. The protection of the works is entirely the responsibility of the Customer and Buxtons can accept no claims for damage to the works caused by others.

RETENTION OF TITLE

15. The legal title to any materials appropriated to the contract shall remain vested in Buxtons, notwithstanding delivery of the same or the passing of risk therein, until payment for the materials, or work and materials, has been received by Buxtons in accordance with Clause 16 of these conditions. Failing receipt of such payment Buxtons may at any time recover the materials from site and the customer hereby grants licence to Buxtons to enter any premises at reasonable times to do so.

PAYMENT

16. Payment for goods delivered to site, goods stored off site, but exclusively reserved for the work and for work executed at site, shall be upon the basis of the full value of goods supplied and the work executed at the date of each valuation. In the event that payment of an application is not received within 28 days of the date of application for payment by Buxtons, Buxtons shall reserve the right to withdraw from the contract without prejudice to Buxton's right to recover payment for goods supplied to the Customer and for the work already completed under the contract and without incurring any liability for any resultant, direct or indirect cost or expense (but with the right to recover any losses incurred by it).

16a. In the event that payment becomes necessary through court action, all legal costs including Credit Protection Association cost involved in litigation will become payable.

17. Buxtons shall use its best endeavours to comply with the agreed written programme for the completion of the works. In the event that Buxtons is delayed in the completion of the works or any parts thereof by the inability of the Customer, his Contractor or any other Sub Contractor, Buxtons shall be entitled to be reimbursed the direct loss and expense incurred by him as a result of such delays.

18. No deductions or set offs shall be made from payments due to Buxtons unless prior agreement has been made in writing.

19. This contract shall be deemed to be governed in accordance with English law unless otherwise stated, and agreed in writing. In the event of a dispute arising between Buxtons and the Customer such disputes shall be referred to the arbitration of a person appointed by Buxtons and the Customer or in the event of a disagreement on the appointment, it shall be referred to the arbitration of a person appointed by the President for the time being of the Chartered Institute of Arbitrators.