

Oldfields
Bury St Edmunds
IP30 0LS

Tel. 01223 782394
info@summitswimmingpools.co.uk
www.summitswimmingpools.co.uk
Company No. 09829704
VAT Reg. No. 457 4410 88



CUSTOMER QUOTATION NO. 10293

Alex Coxall
The Moor
Melbourn
Royston
SG8 6EF

Site: The Moor Melbourn Royston SG8 6EF
Site Contact: Alex Coxall
Phone: 01763263303
Valid For: 30 Day(s)

Car Park Extension

As per documentation

References

- **Bob Marshall - University Press Car Park, 07798667918**
- **David Hall - Fulbourne Hospital, 07984591544**

Preliminary Requirements

All items are required prior to undertaking the landscaping works.

To include 1 or more of the following:

- Portaloo hired to site
- Boarding area for waste away
- Heras Fencing

Site set out

- Site management
- Laser & string levels to mark out phases of construction
- Foreman & project management to have daily meetings & layout plans

DPCC00001/0

Sub-Total ex VAT	£1,200.00
VAT @ 20 %	£240.00
Total inc VAT	£1,440.00

Car Park

- 30m² Path edging
- Excavation 250mm
- SecuraGrid
- 150mm MOT Type 2 or MOT Type 3
- Eco-grid membrane

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- 20mm - 30mm fine 3mm stone
- ECOGrid
- 6mm - 30mm stone to finish

Sub-Total ex VAT	£19,390.00
VAT @ 20 %	£3,878.00
Total inc VAT	£23,268.00

Thank you.	Sub-Total ex VAT	£20,590.00
	VAT	£4,118.00
	Total inc VAT	£24,708.00

Definitions; In these terms:

'the Company' means Summit Pools and Landscapes.

'the Client' means the person, firm or company to whom the quote was addressed.

'the Assignment' means the job to be undertaken by the Company to supply to the Client goods or services.

Formation of the contract

These terms shall form the basis of the contract for the supply of goods or services by the Company to the Client and any associated company of the Client.

No representative of the Company has power to vary these terms orally, or to make representations or promises about the quality of the services, or any other matter whatsoever.

Any special conditions not specified in this agreement but included elsewhere in writing particularly regarding stage payments shall prevail.

This agreement constitutes the whole of the agreement between the parties and supersedes all prior negotiations, representations or agreements. Neither party shall assign any part of this agreement without the written consent of the other. No act or failure to act shall constitute a waiver of any right or duty under this agreement nor constitute an approval of or acquiescence in any breach of this agreement unless expressly agreed to in writing by both parties.

Price and payments

The Customer and Contract are named overleaf.

'Contractor' means 'Summit Pools and Landscapes'.

This quotation is based on prices ruling at the date of the quotation. All prices and nett and are valid for 30 days from the date of quotation, unless otherwise stated. Rates quoted are exclusive of VAT, which will be added to all invoices at the rate applying at the appropriate tax point.

Payment Terms**Pool Construction**

- 20% on deposit with order (order confirmation)
- 30% on completion of pool shell prior to render applications
- 30% on tiling completion
- 15% on insulation of filtration plant
- 5% on completion/handover

Remedial Works

- 33.3% deposit on placing order
- 33.3% interim valuation
- 33.3% on completion

Landscaping Works

- 30% deposit to confirm project
- 30% interim
- 30% interim
- 10% on completion

Niveko Pools

- 50% deposit to confirm order and factory production
- 40% on delivery of pool
- 5% on waterfill of pool
- 5% on handover of pool

Garden Rooms

- 40% deposit to confirm order and factory production
- 30% prior to delivery
- 20% once watertight
- 10% completion of building

Payments are due on receipt unless otherwise stated.

The Contractor reserves the right to withdraw from site if the contract payment schedule is not adhered to. Any variations on this quotation must be in writing and signed by both parties, with payment due in full completion of contract to which this variation applies. Title and ownership of the pool fixings and equipment will not pass until final payment has been made. In the event of non-payment, the Customer agrees to allow the

Contractor access to the site for the purpose of recovering any of their equipment.

The Client cannot offer our staff to do paid or unpaid work bypassing the office, if this is found to have taken place the client will be charged accordingly.

The Company's bank details are clearly detailed on the invoice and the Client is liable if an issue arises with the bank transaction.

Where other payment schedules have not been agreed in writing this schedule will prevail.

The Company's bank details are clearly detailed on the invoice and the Client is liable if an issue arises with the bank transaction.

No reduction will be applied for Client's registered with the CIS system and/or any other schemes, any retainers must be added to the quotation as they deemed to be excluded.

The Company will charge interest at 2% per month above the bank of England base rate on all overdue invoices from the date of invoice to the date of actual payment of the invoice, together with compensation for the costs suffered by the Company arising from late payment, in accordance with its rights under the late payment of Commercial Debts (Interest Act) 1998.

All reasonably incurred legal costs and expenses incurred by the Company in seeking to collect overdue invoices from the Client will be payable by the Client.

The Client shall not be entitled to withhold payment of any amount that is owed under this contract by reason of any dispute or claim by the Client, or for any other reason whatsoever.

Without prejudice to any other rights of the Company, if the Client shall fail to make prompt payments of any sum due under any contract between the Company and the Client, the Company may at its choice, either withhold the provision of its services until the total indebtedness of the Client to the Company has been discharged or cancel this contract without notice.

All materials remain the property of the Company until payment is received in full.

The Company is entitled to reclaim any materials provided to the Client to the value of any outstanding debt, plus the cost of the reclamation to offset any indebtedness of the Client to the Company.

If because of climatic or other conditions reasonably beyond the control of the Company work cannot be completed, payment in full for that portion of the work will become payable with the remainder due upon completion of the works.

All the prices quoted are based on cash payments. Cheque payments are due 7 days prior to the works completion.

Should the Client be insolvent, be judged bankrupt or default on any payment described in this contract, the Company will give notice of said default to the Client and should the default remain uncorrected for a period of ten (10) days. The Company without further notice to the Client may stop performance of the work or terminate this agreement. The Company's obligations will be suspended or terminated without limitation, the company will make the site safe before departure and the responsibility will fall onto the client at that point. The Company shall be entitled to be paid for the value of all work performed to the date of termination.

Planning applications/Design costs/Drawings

Any planning applications or design fees will be charged at £50.00 per hour plus costs. Copyright for drawings and specifications belonging to the Company shall not be used on any other project. The Client may retain copies of the drawings and specifications for information and reference providing the Company has been paid in full for all services rendered under this agreement.

Designs are payable in full regardless of our services being used or not.

If a client provides drawings A) That don't include levels and falls then additional costs will be incurred by the client for the Company to establish them B) on surfacing, if not specified, a nominal fall will be adopted for run off.

C) If information specific to the build or drawings is not provided in time, in full, or accurately, any increased work will be charged. D) Where measurements are not given we will build to what is normally adopted or standard size, for example, 1.8m high fence. Should the client have specific requirements or measurements the client must specify in writing at the time of quote or before work starts on the assignment. If the company is required to discuss or set out levels on site the works will be chargeable.

Quotes/Preparation works/Groundworks/Base Preparation

It is the client's responsibility to check prices and elements of the assignment listed on the quote, if it's not listed then it is not included. This also applies to alterations and subsequent quotes.

Where others have completed ground compression, preparation works and / or laying services prior to our work. The Company will not be responsible for any defects or damage during the works, this includes but not limited to excavation, disturbing services, 1st fix work, foundations, groundworks, or any other preparation whatsoever.

Prior to the commencement of the Assignment the Client will provide the Company with information as to the location of property lines, all subsurface utility and service lines, including but not limited to electrical, telephone, internet, gas, water, irrigation pipes, and conduits. The company shall rely on accuracy and completeness of all such information and shall not be liable for damages or costs resulting from any errors or omissions in that regard.

During preparation phase of a project if the client disturbs the works and it needs to be redone. It will be assumed that the cost of redoing this work falls between 25-50% of the cost of that item.

Where works quantities are calculated i.e. brickwork. Layers not visible count towards works and are chargeable.

If a camera is required to survey the drains this will be charged from £150.00 +VAT

Works will be completed to an appropriate standard using the correct materials. Any unforeseen works will be treated as an extra and charged accordingly.

With specification and/or foundation build up on works or surfacing figures given by the company on depth and thickness are given within 30% tolerance and calculated as an average across the surface structure or structures.

If the client has given the working levels and it is found that more soil extraction and soil movement is required this will be charged inline without current rates.

When metrage's are disputed, any gravel border, French drain or Dutch drain will count towards metrage when measuring any area of paving or surfacing laid.

Delivery and quality of service

No liability will be accepted by the Company for any loss or indirect loss suffered by the Client or a third party caused through delays/ incompletion of the assignment for any reason. The Client shall indemnify the Company in respect of any claim of any person in respect of such indirect loss.

If the Company is delayed in the performance of work by an action or omission by the Client or by circumstances beyond control of the Company, then the schedule shall be extended for such reasonable period as is required to accommodate the delay.

When removing trees/plants/hedging/bushes and any cutting back the Client is responsible to provide either a drawing of what is to stay or be removed. Alternatively, the Client can mark plants to be retained with string. The Company will take no responsibility for items removed when the above is not followed. Where trees have preservation orders in place the Client is responsible to make the company aware. The Client will indemnify the company against any possible damages caused by inaccurate or incomplete data.

If subsurface or otherwise concealed physical conditions at the premises differ materially from those indicated in this agreement or from those ordinarily found to exist near the premises, including subsurface utilities, boulders, tree stumps, or construction debris, then the contract price will be adjusted to account for any changes required to this agreement or in the materials or methods of work required to carry out work.

If the Client and the Company cannot agree on any element of the assignment the Company withholds the right not to provide that element of the assignment, with the client incurring no cost for that element if work hasn't already started and/or any work up till that point is paid for.

The client must be contactable throughout the project or have a spokesperson in their absence. If the Client is uncontactable, we reserve the right to withdraw off site, this will extend any completion clauses agreed.

The Company will always ensure that the assignment is carried out with minimal impact to surrounding surfaces i.e. lawns, paving and edging, paths, but not limited to these surfaces. When damage does occur that is not reasonable to avoid. For example, poorly installed or quality surface. This will be reinstated at the Client's expense.

Should the Company cause accidental damage to the Clients property the Company has the right to choose either: A) Repair the damage 'in- house' to a professional standard B) Pay another company to rectify the work C) Go through our insurance company. The Client agrees to give free access to facilitate the repair and making good, this includes the supply of water and electricity. No discounts/reductions are to be/will be made against our invoice. It is the client's responsibility to notify their insurance company ahead of works.

It is the Company's responsibility to ensure that all health and safety precautions are adhered to. The Client is asked to respect the fact that while we are working there may be risks of physical endangerment and to take all necessary precautions in this regard. Barriers, fencing, cones, signs and health and safety can add cost to works and these are to be charged separately from any itemised works and are not included. If these are required during the project they will be quoted separately.

Should there be a disagreement over the quality of the work which cannot be agreed upon the Client and the Company agree to hire a surveyor to verify the claim, burdening 50% of the costs each. In the interests of transparency this will be selected by us going a google search and selecting the company top of the searches for the customers site location, e.g. 'architect Cambourne' Should the company be unavailable, or we mutually agree the company costs are too expensive we will call the next company on the list.

Materials

Building materials, unless otherwise stated, are new. The Company shall have total control of all work and shall be solely responsible for the construction means, methods, techniques, sequences and procedures. The Company shall comply with all laws, rules, regulations, building and fire codes which relate to work including applicable health and safety.

Holes created by screws, nails or hidden fixings during construction of carpentry or related trades are part of the construction process including so called 'hidden fixings'.

We will not be liable for such small imperfections. Not limited to millboard decking.

When Clients amend product choices different from those quoted, they must confirm the change/selection in writing.

The Company cannot guarantee an exact colour match in materials i.e.

mortar, bricks, blocks, and in mixes, blends, paint and resin mixes that are made in batches. However, the Company will endeavour to get the closest match reasonably possible. The Company does not have jurisdiction on the supplies and manufacturing and therefore cannot be held accountable for any differences in materials and/or colours.

Where materials are damaged by us or we need to replace or order more on a job, no liability will be taken by the Company on colour match or availability.

If a delivery vehicle damages client's property or the public highway, this is a matter for the highway, delivery company and client, not the company.

Paving is susceptible to staining from various sources, bed mortar, ingredients in pointing compound and outside conditions. We recommend an extra cost is paid for sealing the slabs prior to pointing. The cost of which is not included in this quote. We especially recommend this is open course, calibrated or porous stone is being used.

Extras/Amendments

Any further alterations to the Assignment which are deemed by the Company to be excessive will result in charges of £50 plus VAT per hour for a site visit and £40 plus VAT for office administration.

Any component that is not on the original quotation is deemed as an extra and needs to be paid for as such, this includes any lighting, furniture or other items pictured in any material provided to the client by the company.

The payment of extras is not to be added to the end of the payment schedule and must be paid on demand.

Any unforeseen work below the ground that arises during excavation, not in the original proposal is deemed an extra. Any expansion in size of works will be charged at the same unit price as in the original proposal.

The Company cannot be held responsible for any other person disposing of unwanted items in the skips whilst it is on site. If any other additional items are placed in the skip a £80 charge will have to be implemented due to the cost incurred for disposing of 'mixed' waste. This also applies to fly tipped items.

Asbestos is treated as unforeseen in terms of both health and safety and specialist removal charge.

Guarantee/Completion

The Company agrees to remove all debris and leave the premises in broom clean condition following completion of the Assignment.

Where other contractors, the public or the client's customers have been working/walking near our work we will not be responsible for cleaning at the end of the project but can be quoted separately.

The Company is not responsible for any colour changes to any materials (including but not limited to block paving or paving slabs) which occur for any reason following completion of the Assignment.

The Company will not any guarantee work when using materials supplied by the Client.

The Company shall have access to the site, for taking photographs in relation to the work both prior to and after completion of the work and shall have and retain all copyright in said photographs which may be used by the Company at its sole discretion in reference and promotional materials, portfolios and/or publications.

This guarantee is invalid if: a) The customer fails to settle the final bill in total in accordance with this agreement;

b) The customer makes payments that are deemed unreasonably late;

c) The customer misuses, mistreats the structure, area, item;

d) Damage is caused by unusual weather conditions

The guarantee is valid only if all correspondence relating to the work is produced on demand.

This guarantee is for labour only and does not cover faulty materials, where other guarantees may be in place.

The guarantee is invalid if you or a third party have conducted any remedial work to any service we have provided.

The guarantee does not extend to lawns in any way, due to potential variations in soil quality which are beyond the Company's control. No guarantee regarding lawns is promised or implied by the Company.

The guarantee does not extend to plants, shrubs and trees after Completion unless there is a planned and agreed maintenance programme in place.

No compensation is offered in exchange for this guarantee, we will not pay for another Tradesman or company to rectify our work, and we will only offer to come back and rectify our work to its original high standard when all components of the guarantee are satisfied.

Cancellation

Should the Company fail to comply with the requirements of the agreement to a substantial degree, the Client may notify the Company in writing that the Company is in default of its contractual obligations and instruct the Company to correct the default. If the company fails to correct the default in the time specified or the time scale subsequently agreed upon, the client may commence terminating the contract. If the Client so terminates the agreement, the Company will be entitled to payment for the value of all work performed up to and including the date of termination.

Rights of cancellation, Cancellation can occur with no financial loss to the client up to the point of scheduling, thereafter we will only charge for costs incurred. The schedule isn't required to be agreed in writing and projects are scheduled at the deposit stage.

For details of our complaints procedure please request form CP01 from the office or see our website.

Rights of rescheduling, rescheduling can occur with no financial loss to the client up to 1 week prior to the appointment, thereafter we will only charge for the costs incurred. The required notice period also includes any remaining finishes, repair work and the main project.

Disputes/Arbitration

Should the company and the client not be able to agree to settle a dispute, we both agree to hire an independent Accredited Surveyor to agree on a settlement agreement. Any costs in meeting and/or mediation will be split 50-50.

Marketing Equipment

The Company reserves the right to install marketing equipment during the full duration of the project. This equipment is owned by the Company, and only people directly associated with the Company have the right to move or control the equipment.

On completion, the footage may be used for training and marketing purposes, this footage is owned by the Company and the Company reserves all copywriting rights and rights to circulate where the Company sees fit.

Resin Bound Gravel

Warranties are not provided, if Summit has not performed the full preparation works or base layer.

Services and tree roots can cause cracks to the resin surface.

Warranty on Resin Bound Gravel covers patch and localized repairs only. We do not complete full overlays under warranty, or cover outside issues, such as spillages.

Swimming Pool Terms and Conditions

GST

All prices are subject to GST at the rate in force at date of supply. Prices shown exclude GST, unless otherwise stated.

INSURANCE

All normal risks and insurance shall be the Contractor's responsibility until the installation is handed over to the Customer. After handing over, the Customer shall be responsible for the insurance, care, maintenance, and cleanliness of the pool and equipment. The Contractor shall not be liable for damages on the account of delays or losses due to fire, strikes, lockouts, exceptionally inclement weather, shipping delays or other causes beyond the Contractor's control. After handing over, the Contractor cannot be held responsible for Acts of God which affect the installation.

INSTALLATION

The Customer warrants that he owns the land or premises in which the pool is to be constructed. The Customer also agrees to obtain planning permission, building bye laws consent, and relaxation of any covenants on the property, where required. While the Contractor shall make every effort to carry out the work in a neat and efficient manner, this agreement does not cover the reinstatement of lawns, trees, shrubs, driveways, paths, and paving, etc., damaged during installation and access to the site.

EXCAVATION

The quotation price has been calculated on a surface inspection only of the site on the assumption that the digging will be normal and virgin ground. Any unforeseen

difficulties such as made up ground, rock, running sand, groundwater seepage, underground services requiring re-routing or unstable conditions for pool construction will be dealt with at an extra cost to the Customer at current machine, materials, and labour costs. In extreme cases, it may be necessary to alter the location, specification, or elevation. Ground test surveys, core samples and percolation tests are available on request, prior to work commencing and subject to cost, estimated £1,000 per test.

GENERAL

In the event of completion being delayed by the Customer, or awaiting completion of other works by the Customer or other contractors appointed by the Customer, or to avoid working in winter conditions, full payment for the work completed and any materials or equipment on site shall be due for payment. Any damage to the pool, fittings or equipment by other contractors appointed by the Customer shall be charged at current material and labour costs. The Customer will provide electricity and water required for this contract, free of charge.

No representative of the Company has power to vary these terms orally, or to make representations or promises about the quality of the services, or any other matter whatsoever.

Any special conditions not specified in this agreement but included elsewhere in writing particularly regarding stage payments shall prevail.

This agreement constitutes the whole of the agreement between the parties and supersedes all prior negotiations, representations or agreements.

INDEMNITY

Quotations for remedial pool works, repairing or fitting new liner, remarbelling or carrying out repairs, are calculated on a surface inspection only, and any extra works found necessary, which were unknown or hidden before work commenced, shall be charged at extra cost after prior consultation with the Customer. All such variations to be in writing and signed by both parties. When emptying pools, while exercising every precaution, external pressures can cause damage to the pool construction, and unforeseen delays can cause liner shrinkage, all such risks are the Customer's responsibility.

GUARANTEES

Manufacturer Warranty - Niveko

12 years on watertightness of the pool shell and pipe system.

12 years on the homogeneity and consistency of the pool's body material.

2 years on pool technology

30 days on warranty repairs

Manufacturer Warranty - Riviera

20 years on water tightness of the fibreglass pool shell

10 years on non-listering and non-delamination of the pool shell

5 years on defects of built-in components and pipes*

2 years on defect of electrical components like pumps, motors and heaters*

**Parts only supplied by Riviera*

Pool finishes other than specified above are limited by the manufacturer's guarantee, usually one year. Pool equipment other than specified and limited by the manufacturer's guarantee, usually one year. Defects from faulty design, workmanship or materials will be assessed, examined and agreed replacements by the Contractor where deemed necessary will be undertaken, within the stipulated periods. The guarantees exclude consequential losses of any kind whatsoever.

The Company cannot guarantee an exact colour match in materials i.e. mortar, bricks, blocks, and in mixes, blends, paint and resin mixes that are made in batches.

However, the Company will endeavour to get the closest match reasonably possible.

The Company does not have jurisdiction on the supplies and manufacturing and therefore cannot be held accountable for any differences in materials and/or colours. Where materials are damaged by us or we need to replace or order more on a job, no liability will be taken by the Company on colour match or availability.

Any disputes arising from this contract shall be submitted to a mutually agreed Arbitrator. If the choice of Arbitrator is not agreed within 28 days, then the President of the Chartered Institute of Arbitrators shall appoint a qualified arbitrator whose decision shall be final. Summit Swimming Pools are not liable for any delays due to inclement weather conditions, material delays or plant breakdowns, design changes or access difficulties.

All access requirements are provided by the client including wayleave and rights of way. Summit Pools and Landscapes do not allow for the provision of access roads or tracks across fields or gardens. Any preparation or make up is the responsibility of the Customer including inclement weather issues.

Services for the conduct of the works are to be provided by the Customer/Main Contractor, such as water supplies, electricity supplies, and waste facilities.

The pool will require two weeks of testing and heating and full running of air handling or heat recovery systems for two weeks. The pool is not deemed 'fit for purpose' until fully handed over to the client, tested, and signed off.

Any extras however, incurred due to design changes are the responsibility of the client and his/her assistants, however, we always conduct meetings in order to maintain site progress.