

TERMS AND CONDITIONS

1. The contract comprises the construction completion or/and maintenance of the furniture and fixtures and, everything whether of a permanent or temporary nature in and for such construction completion, and/or maintenance so far as the necessity for providing the same specified in or reasonably to be inferred from the contract.
2. The employing company shall give adequate notice to A.W.I. (hereafter called the contractor) of any drawings or specifications that may be required for the execution of the assembly or otherwise under the contract.
3. The employing company may be requested to provide, when required, two good and sufficient sureties, or to obtain the guarantee of an insurance company or bank, and the terms and amount of the bond shall be approved by A.W.I. and the provision of such sureties or the obtaining of such guarantee and the cost of the bond be so entered into shall be at the expense of the employing company.
4. The contractor shall inspect and examine the site and its surroundings and shall satisfy himself to the nature of the materials and furniture, the means of access to the site, the accommodation he may require and in general shall himself obtain the necessary information as to risks contingencies and other circumstances which may influence the completion of the work and therefore the price quoted.
5. If for some reason beyond his control the contractor is unable to carry out a visit as set out in 4 above he will notify the employing company of this and the price quoted may be subjected to revision because of this.
- 6a. The contractor shall make every endeavour to satisfy himself before quoting as to the correctness and sufficiency of the quoted price which rates shall (except in so far as is hereinafter otherwise provided) cover all his obligations under the contract and, all other matters and things necessary for the proper completion and maintenance of the same.
- 6b. If however during the execution of the contract the contractor shall encounter physical or artificial conditions which conditions or obstructions could not have been reasonably foreseen by an experienced contractor, and the contractor is of the opinion that additional work or the use of additional equipment or labour will be necessary if the physical or artificial conditions or obstructions had not been encountered, shall give notice to the employing company that he intends to make a claim for additional payment. If requested by the employing company the contractor will in writing specify:-
 - (a) the physical or artificial conditions or obstructions encountered and
 - (b) the additional equipment or and labour which he proposes to use and
 - (c) the extent of the anticipated delay in or interference with the execution of the work.
- 6c. Nothing in this clause shall prevent the contractor giving a further notice under sub-clause B should further or more extensive conditions within the meaning of that sub-clause be encountered by the contractor, in which case the remaining provisions of this clause shall apply matatis mutandis
7. Save in so far it is legally or physically impossible the contractor shall execute complete and maintain the work in strict accordance with the contract to the satisfaction of the employing company, and shall comply with and adhere strictly to the employing companies instructions and directions on any matter, the contractor will take instructions only from the employing company or his representative.
- 8a. The contractor shall employ in and about the execution of the work only such persons as are carefully skilled and experienced in their several trades and callings, and the employing company shall be at liberty to object to and require the contractor to remove from the work site any person employed by the contractor in or about the execution of the work who, in the opinion of the employing company misconduct's himself or is incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the site without the permission of the employing company.
- 8b. In compliance with the employment act of 1973 we draw your attention to our terms of business the procedure to be followed should a worker prove unsatisfactory and the fee payable to A.W.I. if the worker decides to become an employee of the employing company. (see List of Charges).
9. Where it is his responsibility the contractor will execute a true and proper setting out of the furniture and fixtures and partitions in accordance with site plans and, for the correctness of the positions, levels, dimensions and alignment of all parts of the work, and for the provision of all necessary instruments, appliances and labour in connection therewith if at any time during the construction or within a reasonable time thereafter any error shall appear or arise in the positioning levels, dimensions or alignment of any part of the constructional work the contractor on being required by the employing company shall at his own expense rectify such errors to the satisfaction of the employing company or his representative, unless such error is based on incorrect data or fixtures supplied by the employing company or outside agent not under the control of the contractor, in which case the expense to rectify the same shall be borne by the employing company.
- 10a. From the commencement to the completion of the contract the contractor shall take full responsibility for the care thereof and of all furniture and fittings, and in any case any damage or loss or injury shall happen to the furniture or on the site whatever cause (same and except the risks and expected risks as defined in sub-clause B of this clause) shall at his own cost repair and make good the same so that at completion the site shall be in good order and conditions and in conformity in every respect with the requirements of the contract and the employer's instructions

- In the event of any damage loss or injury happening from any of the excepted risks the contractor shall if, and to the extent required by the employing, repair and make good same as aforesaid at the cost of the employer, the contractor shall also be liable for any damage to the furniture occasioned by him in the course of any operations carried out by him for the purpose of complying with his obligations under the contract.
- 10b. The excepted risks are the site being shared with other contractors or workmen from other companies, or from the employing company not under the supervision of the contractor, also riot, war invasion, act of foreign enemies hostilities etc.
- 11a. Without limiting his obligations under clause 10 above the contractor shall insure against all loss or damage for which he is responsible under the terms of the contract and in such manner that the contractor is covered during the period of construction delivery or maintenance for loss or damage to the cost price only excluding profits, provided that without limiting his obligations and responsibilities as aforesaid, nothing in this clause contained shall render the contractor liable to insure against the necessity for the repair or reconstruction of any work constructed with materials or workmanship not in accordance with the requirement of the contract.

Such insurance shall be effected with an insurer and in reasonable terms and the contractor shall whenever required produce to the employing company the policy or policies of insurance, the contractor shall provide the normally accepted third party insurance, cover against all losses and claims for injuries to any person or property which might arise out of or in consequence of the work done by the contractor provided always that nothing herein contained shall be deemed to render the contractor liable for or in respect to injuries or damage persons or property resulting from any act, or neglect done or committed during the currency of the contract by the employing company, his agents, servants or other contractors (not being employed by the contractor) or for in respect thereof or in relation thereto at law in respect or in consequence of any accident or injury to any workman or person in the employment of the contractor, or any sub contractor, save and except an accident or injury resulting from any act or default of the employer his agent or his servants.

12. Except where otherwise specified the contractor shall at his own expense supply and provide all the plant and equipment, labour, transport to and from the site and other things of every kind to ensure the smooth running and completion of the contract.
13. On completion of the work the contractor shall clear away and remove from the site all equipment plus surplus rubbish of every kind and leave the whole of the site clean and in a workmanlike condition to the satisfaction of the employer.
14. All materials and workmanship shall be of the respective kinds described in the contract and in accordance with the employer's instructions.
15. The contractor shall commence or carry out the work at the times specified in the contract or by mutual agreement between the contractor and the employer at a time not specified.
16. Save in so far as the contract may prescribe the extent of the site of which the contractor is to be given possession from time to time and shall be made available to him subject to any requirements in the contract as to the order in which the work shall be executed the employer shall make available possessions of the site that the contractor may proceed with the construction work, if the contractor suffers delays cancellations or incur expenses from failure on the part of the employing company to make available a site the employer shall indemnify the contractor for the expenses and, shall allow further time for completion if necessary.

17. Should delays or additional work of any kind, or special circumstances of any kind whatsoever which may occur be such as fairly to entitle the contractor to an extension of time for the completion of the work the employing company shall grant the extension of the contract time.
18. Should the contract continue for longer than two weeks provisions will be made for the contractor to submit invoices for the work completed or, carried out with the agreement of the employing company, in any case the contractor will send the employer once every month an account, which will include all claims for any additional expenses to which the contractor may consider himself, entitled.
19. As soon as the work has been substantially completed and shall have satisfactorily passed any test or inspection by the employing company the contractor shall submit a final invoice for the contract and shall expect payment of that first invoice by return. Thereafter our terms of 28 days will apply.
20. In respect to a contract of maintenance an invoice will be submitted for payment 1 week following a site visit where maintenance work was carried out.
21. Payment upon each invoice shall be made by the employer within 28 days or the number of days named in the contract after such an invoice has been delivered to the employing company and, in the event of failure by the employing company to comply with the provisions of this clause he shall pay the contractor interest of 5 percent per annum upon all over due payments from the date on which same should have been made.
22. The contractor shall be under no liability whatsoever whether by way of indemnity or otherwise for, in respect of, damage to the work or property whether of the employer or of a third party or for in respect of injury or loss of life to persons which is the consequence whether directly or, indirectly of responsibility of other contractors or servants employed or not by the employer who may be on site or nearby the site and the employer shall indemnify the contractor against all such liabilities and against all claims demands proceeding damage costs charges and expenses whatsoever arising thereat or in connection therewith.
23. In the event of the contractor being frustrated howsoever the sum payable by the employer to the contractor in respect of the work executed shall be the same as that which would have been payable on the subsequent invoice alternatively, the employing company may be required to cover some of the contract price in advance of commencement or on commencement of work should the employing company not have an acceptable account with AWI.

LIST OF CHARGES

- 24a. If within six months of our introduction to you of our staff or the completion by that member of staff of his assignment with you (whichever shall be the later) either you agree to engage or make use of that member of staff in any capacity, whether temporary or permanent, you will be liable to us for any introduction fee calculated in accordance with condition 24c.
- 24b. If any employee or sub-contractor of AWI or any of its subsidiary companies is engaged by you on a temporary or permanent or self employed basis these terms and conditions of business will apply and you will be liable to us for an introduction fee calculated in accordance with condition 24c below.
- 24c. For the purpose of conditions 24a and 24b above the introduction fee payable shall be the sum as shall be equal to 400 times our hourly charge rate applicable to our staff.
25. By booking one or more of our staff you are deemed to have accepted these Terms and Conditions of Business.