

Agenda 13 d)

F+O 03/04/23



local help from a national company

www.completeweedcontrol.co.uk

quotation

Milly Southworth
Torpoint Town Council
1-3 Buller Road
Torpoint
Cornwall
PL11 2LD

Quotation Number SW2770

Date 16/03/2023

Weed Spray approx 48KM of pavements in Torpoint
Quotation per treatment.

Site	Description	Applications	Price Per Application	Total
Torpoint	Supply and application of total herbicide for the control of weeds on approx 48km of pavements	1	£1,430.00	£1,430.00
Sub Total				£1,430.00
Standard VAT at 20%				£286.00
Grand Total				£1,716.00

This quotation is valid for a period of 30 days from 16/03/2023

We undertake to offer further treatment free of charge to any area where it is agreed at a joint inspection that a satisfactory initial treatment in accordance with this quotation has not been achieved providing that notification of defect is given within 30 days of initial completion, or 90 days in the case of total/residual herbicides.

The specific control of grass and weed growth cannot be guaranteed due to varying seasonal temperatures and rainfall affecting the overall result.

Customer Acceptance

For acceptance of this quotation please fill in and return to Complete Weed Control at the address below.

Signature
Order Number

Date
Grand Total

01726 441247 0779 984 3830 alun.jones@completeweedcontrol.co.uk www.completeweedcontrol.co.uk

A H Jones trading as Complete Weed Control (South West). VAT No: 762719214
Fairview, 35a Trevarrick Road, St. Austell, Cornwall, PL25 5JW



local help from a national company

www.completeweedcontrol.co.uk

quotation

Terms and Conditions of Contract

The following terms and conditions apply to and are incorporated into any agreement, unless expressly modified or excluded in writing and signed by the Contractor.

1. THE SCOPE OF THE WORK:

- 1.1 The Contractor shall carry out and complete the work described in the contract documents in a good and workmanlike manner. He shall have no obligation to execute any further work unless otherwise agreed in writing between the parties. If there shall be any discrepancy between any specification and any drawing the description contained in the specification shall prevail over the drawing.
- 1.2 The contract documents shall include the quotation, the specification, plans and drawings and any other document referred to in said quotation. No qualification in any acceptance issued by the Client shall form part of the contract unless specifically agreed to in writing by the Contractor.
- 1.3 The Client is responsible for obtaining any necessary planning permission for the works and for fulfilling statutory requirements including Water Board approval where necessary.

2. QUOTATION:

- 2.1 The Quotation is at a fixed price which shall remain open for acceptance within 30 days of the date shown and thereafter lapses automatically.
- 2.2 The Contractor also reserves the right to increase the contract sum should the date for completion of the contract become impossible to attain for reasons wholly or partly beyond his control.
- 2.3 Acceptance of the Contractor's quotation involves acceptance of these terms and conditions and of the contract documents, and will lead to a binding contract between the parties. It should be noted by the Client that any attempted or any actual cancellation thereof by the Client may involve the Client in a claim for recovery by the Contractor of any loss or expense incurred as a result, including a claim for a loss of profit.

3. PAYMENT:

- 3.1 The Client agrees that he will pay to the Contractor the contract sum together with any Value Added Tax properly chargeable upon the contract sum.
- 3.2 All accounts are net and do not provide for any discounts or retentions, also, payment by credit card is not accepted.
- 3.3 Unless otherwise stated accounts are payable immediately on receipt of invoice.
- 3.4 Interest will be charged from the due date of payment of all invoices at 2% per month until actual payment is received.

4. THE SITE:

- 4.1 The Client warrants that the site is free from springs, flooding, covered wells or other cavities, or other hazards including radiation or obstructions which are not discoverable upon visual inspection of the surface of the site or made known in writing by the Client to the Contractor prior to the date upon which the Contractor submits the quotation overleaf. If the Client breaches the above warranty, the Contractor shall be entitled to make a reasonable charge for all additional work necessarily and properly executed by the Contractor as a result.

5. DELAY/DISRUPTION:

- 5.1 Unless otherwise agreed, the Contractor undertakes to use all reasonable endeavours to complete the works within a reasonable time or, if a specific date for completion is agreed, by that date, but under no circumstances shall the Contractor incur any liability to the Client for any untimely performance unless a figure for liquidated and ascertained damages is specifically agreed

 **01726 441247**  **0779 984 3830**  **alun.jones@completeweedcontrol.co.uk**  **www.completeweedcontrol.co.uk**

A H Jones trading as Complete Weed Control (South West). VAT No: 762719214
Fairview, 35a Trevorrick Road, St. Austell, Cornwall, PL25 5JW



local help from a national company

www.completeweedcontrol.co.uk

quotation

and quoted overleaf especially if access to the site is prevented due to other works or delays in completing other work.
5.2 In the event that the Contractor is unable to perform or complete performance of the contract due to any act of God, war, strike, governmental action, regulation, restriction or order, flood, tempest or other cause (whether or not of a similar nature) beyond the reasonable control of the Contractor then the Contractor may (during the continuance of such contingency) by written notice terminate the contract without liability to either party other than for work done and materials used.

6. MATERIALS ON SITE:

6.1 Material delivered to site become the responsibility of the Client, and the Contractor accepts no responsibility for loss, damage or expense after delivery of the materials to site for any reason, including pilfering while materials are on site during the course of the contract works, where such losses are beyond the Contractor's reasonable control.
6.2 All materials brought on site by the Contractor which prove to be in excess of his requirements shall remain the property of and shall be removable by the Contractor who shall have the right to enter the site for that purpose.

7. COMPLIANCE WITH LAWS:

7.1 The Contractor will comply with all applicable statutory legislation including the Food & Environment Protection Act 1985 the Control of Pesticides Regulations and the Health and Safety at Work Act (1974) in force at the time. The Contractor does not accept responsibility for the posting of warning signs nor warning of neighbours where this may be a requirement and under the terms of this contract this responsibility must pass to the Client and will indemnify the Contractor against any claims occurring as a result of failure to take such action.
7.2 The Contractor shall not in any circumstances be responsible for any economic loss or other indirect or consequential loss, damage or expense whatsoever, howsoever caused or occasioned, unless such loss, damage or expense shall have resulted directly from death or personal injury caused by the Contractors negligence.

8. WARRANTIES:

8.1 The Contractor will undertake further treatment free of charge to any areas where it is agreed at a joint inspection that a satisfactory initial treatment in accordance with the terms of the contract have not been achieved providing that notification of defect is given within 90 days of initial completion. 8.2 Due to variations in seasonal temperatures and rainfall the specific control of grass and hedge growth is not guaranteed. Where a failure to achieve a reasonable degree of control is due to poor workmanship the Contractor will undertake to carry out a further treatment.

9. DISPUTES:

9.1 In the event of any dispute or difference between the Client and the Contractor arising during the progress of the works, or after completion or abandonment thereof in regard to any matter or thing whatsoever arising out of this contract or in connection therewith, the said dispute or difference shall be and is hereby referred to the arbitration of such person as the parties may agree to appoint as Arbitrator/Arbitrator or failing agreement within fourteen days after either party has given to the other written notice to concur in the appointment of an Arbitrator/Arbitrator as may be appointed by the National Chairman of the National Association of Agricultural Contractors (NAAC) Arbitration proceedings shall be deemed to have been instituted on the date on which said written notice has been given. The Arbitrator/Arbitrator shall be entitled to remuneration and reimbursement of his outlays. This contract shall be regarded as a English Contract and shall be construed and the rights of parties and all matters arising hereunder determined in all respects according to the Law of England and Wales unless this contract is made by the Contractor in Scotland when it shall be regarded as a Scottish contract and all matters determined accordingly under Scottish Law.

 **01726 441247**  **0779 984 3830**  **alun.jones@completeweedcontrol.co.uk**  **www.completeweedcontrol.co.uk**

A H Jones trading as Complete Weed Control (South West). VAT No: 762719214
Fairview, 35a Trevarrick Road, St. Austell, Cornwall, PL25 5JW



