



MAINTENANCE STANDARD TERMS AND CONDITIONS

1. We (Maeve Contractors) will carry out and execute The Works as detailed in a separate document titled 'Scope of Works' for the sum quoted or in line with the Schedule of Rates that is currently agreed and in place between the parties; Maeve Contractors and The Client. Where The Works are in response to a call-out, the Schedule of Rates currently in place and agreed between the parties will apply.
2. We will progress The Works in accordance with the programme identified by ourselves or within the time frame identified where The Works relate to a call-out. If for any reason we are unable to complete The Works within the identified time frame we will advise the reason for being unable to progress with The Works, and confirm when we believe The Works can be completed.
3. We expect to be given access to The Work area on the notified date so that we can affect our start and progress of The Works. Where The Works are in response to a call-out, we will expect immediate access / agreed access at a prescribed time. If for any reason you (The Client) are unable to give access to The Works on the notified date and/or time, you must notify us at once. In the event of access not being provided any abortive start-up costs / demobilisation / remobilisation / re-organisation costs or other associated costs because of this event will be advised and agreed before we attend site on the alternative start date. Notwithstanding the aforesaid we may wish to vary our programme start date and the programme of The Works at any time but at all times We will use our best endeavours to achieve completion of The Works as soon as reasonably possible.
4. Any change to the Scope of Works will be agreed between the parties, a price for the change submitted by Us and agreed by The Client before the changed scope of works is undertaken. The price submitted for the change will include for the cost of the change, all programme implications, additional preliminary costs and any delay or disruption costs and indicate a revised completion date. All elements of the price will be agreed between the parties before the changed scope of works is undertaken.
5. Any unknown or unforeseen circumstances of the area of The Works because no such circumstances had been advised, researched or investigated by The Client, which impact the progress of The Works will be treated as a change to the Scope of Works as noted in Clause 4.
6. Any materials provided for The Works and delivered to the site will remain the property of Maeve Contractors until these goods have been fully paid for by the Client or become incorporated into The Works, whichever shall happen first, at which time property in the goods will pass to The Client.
7. We will use appropriately skilled labour to carry out The Works and will employ Sub-contractors in specialised fields if necessary to complete the works to a recognised industry standard.
8. We retain the levels of Insurance noted in the 'Key Particulars of this Contract' noted at the bottom of this document. Copies of these insurance policy documents are available upon request.
9. We will expect payment for the completed maintenance works upon completion, which means within 7 / 14 / 21 / 28 days of raising an invoice for these completed works. If The Works, are to last longer than a month from the start date then We expect payments at monthly intervals. We will submit interim applications for payment to the Client, before the end of the first month period following the start date, the Payment Due Date; the Payment Notice will be issued, by The Client, 5 days after the Payment Due Date; the Final Date for Payment will be 28 days after the Payment Due Date. Any Payless Notice to be issued must be issued no less than 5 days before the Final Date for Payment.
10. The Payment timetable noted in Clause 9 will apply to all interim applications for payment and the Final Account submission, where the maintenance works being undertaken exceed a period of 1 month.
11. If The Client fails to make payment in full against a Payment Notice then We will be entitled to suspend The Works, after serving a 7 day Notice of Intention to Suspend The Works.
12. In the event of a Suspension of The Works in accordance with Clause 11, then the re-start of the Works will be valued as a change, in accordance with Clause 4.
13. The retention percentage for all maintenance works will be nil, unless an alternative percentage has been agreed between the parties. Any agreed retention percentage will be noted in the 'Key Particulars of this Contract'. Full release of any retention held by The Client will be released 3 months after completion of the maintenance project concerned.
14. We commit to rectifying any defects in our workmanship that are identified to us during a period of not more than 3 months after We recorded that The Works had been completed. We will rectify these defects no later than 2 weeks after being notified to Us.
15. We will comply with all current Health and Safety at Works Acts, rules, regulations and Codes of Practice in the carrying out of The Works.



MAINTENANCE STANDARD TERMS AND CONDITIONS

16. Any dispute or difference between the parties shall be resolved via the dispute resolution procedure, set out in section 108 of the Housing Grants, Construction and Regeneration Act 1996, if both parties have failed to come to an understanding following a meeting between the parties to discuss the dispute(s) or difference(s) and engaged in a clear and obvious attempt to rectify or conclude their differences.
17. Termination by either party will not be possible without both parties initially meeting to understand and discuss their differences and engage in a clear and obvious attempt to rectify or conclude their differences.
18. Should the outcome of Clause 18 be unsuccessful, then the grounds for termination by either party shall be because of any one or more of the following reasons which will have been discussed in the meeting referred to in Clause 18, but was not concluded to either parties satisfaction:-
 - i) We have wholly or partly suspended the execution of The Works;
 - ii) We have failed to proceed with The Works regularly and diligently;
 - iii) We have become insolvent;
 - iv) A change in the scope of the works which is material to the overall progress of The Works, has not been agreed between the parties, in scope or price;
 - v) The design drawings necessary to proceed with The Works regularly and diligently have not been provided by The Client;
 - vi) The Client becomes insolvent;
 - vii) The Client continues to refuse to make payment against a Payment Notice.
19. These Terms and Conditions are governed by and construed in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

KEY PARTICULARS OF THIS CONTRACT

1. The Client is –
2. The Works defined in a Scope of Works document? – Yes / No.
3. Contract Sum quoted - £
4. Lump Sum / Re-measurable / Schedule of Rates
5. Anticipated Start Date -
6. Notice required to Start ___ Days / Weeks
7. Anticipated duration of The Works ___ Days / Weeks
8. Is a programme of works included? - Yes / No
9. Stage payments will be due on a monthly basis – Yes / No
10. Retention level will be ___%
11. Employers Liability Insurance Cover - £10,000,000.00
12. Contractors All Risks Insurance Cover
13. Public Liability Insurance Cover - £10,000,000.00