



TERMS AND CONDITIONS

Application and entire agreement

1. These Terms and Conditions apply to the provision of the services detailed in our quotation (**Services**) by Boulevard Estimating Ltd a company registered in England and Wales under number 12513646 whose registered office is at 6 The Old Quarry, Nene Valley Business Park, Oundle, Peterborough, PE8 4HN (**we or us or Service Provider**) to the person buying the services (**you or Customer**).
2. You are deemed to have accepted these Terms and Conditions when you accept our quotation or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and our quotation (**the Contract**) are the entire agreement between us.
3. You acknowledge that you have not relied on any statement, promise or representation made or given by or on our behalf. These Conditions apply to the Contract to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

Interpretation

4. A "business day" means any day other than a Saturday, Sunday or bank holiday in England and Wales.
5. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
6. Words imparting the singular number shall include the plural and vice-versa.

Services

7. We warrant that we will use reasonable care and skill in our performance of the Services which will comply with the quotation, including any specification in all material respects. We can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and we will notify you if this is necessary.
8. We will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of our obligations.
9. All of these Terms and Conditions apply to the supply of any goods as well as Services unless we specify otherwise.

Your obligations

10. You must obtain any permissions, consents, licences or otherwise that we need and must give us with access to any and all relevant information, materials, properties and any other matters which we need to provide the Services.
11. If you do not comply with clause 10, we can terminate the Services.
12. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (**Your obligations**).



Fees and Deposit

13. The fees (**Fees**) for the Services are set out in the quotation and are on a time and materials basis.
14. In addition to the Fees, we can recover from you a) reasonable incidental expenses including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, b) the cost of services provided by third parties and required by us for the performance of the Services, and c) the cost of any materials required for the provision of the Services.
15. You must pay us for any additional services provided by us that are not specified in the quotation in accordance with our then current, applicable hourly rate in effect at the time of performance or such other rate as may be agreed between us. The provisions of clause 14 also apply to these additional services.
16. The Fees are exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.
17. You must pay a deposit ("Deposit") as detailed in the quotation at the time of accepting the quotation.
18. If you do not pay the Deposit to us according to the clause above, we can either withhold provision of the Services until the Deposit is received or can terminate under the clause below (**Termination**).
19. The Deposit is non-refundable unless we fail to provide the Services and are at fault for such failure (where the failure is not our fault, no refund will be made).

Cancellation and amendment

20. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 1 day from the date of the quotation, (unless the quotation has been withdrawn).
21. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.
22. If you want to amend any details of the Services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.
23. If, due to circumstances beyond our control, including those set out in the clause below (**Circumstances beyond a party's control**), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

Payment

24. We will invoice you for payment of the Fees either:
 - a. when we have completed the Services; or
 - b. on the invoice dates set out in the quotation.
25. You must pay the Fees due within 7 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us.
26. Time for payment shall be of the essence of the Contract.



27. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 5% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.
28. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
29. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you.
30. Receipts for payment will be issued by us only at your request.
31. All payments must be made in British Pounds unless otherwise agreed in writing between us.

Sub-Contracting and assignment

32. We can at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under these Terms and Conditions and can subcontract or delegate in any manner any or all of our obligations to any third party.
33. You must not, without our prior written consent, assign, transfer, charge, subcontract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

Termination

34. We can terminate the provision of the Services immediately if you:
 - a. commit a material breach of your obligations under these Terms and Conditions; or
 - b. fail to make pay any amount due under the Contract on the due date for payment; or
 - c. are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
 - d. enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
 - e. convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

Intellectual property

35. We reserve all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. We reserve the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.



Liability and indemnity

36. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this section.
37. The total amount of our liability is limited to the total amount of Fees payable by you under the Contract.
38. We are not liable (whether caused by our employees, agents or otherwise) in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:
 - a. any indirect, direct, special or consequential loss, damage, costs, or expenses or;
 - b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
 - c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
 - d. any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or
 - e. any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.
 - f. In the case of a breach by us of our obligations under this agreement, your right will be limited to damages, which in any event, will not exceed the total fees paid by you for our services within the 6 months preceding the date the alleged breach happened.
39. You must indemnify us against all damages, costs, claims and expenses suffered by us arising from any loss or damage to any equipment (including that belonging to third parties) caused by you or your agents or employees.

Data Protection

41. When supplying the Services to the Customer, the Service Provider may gain access to and/or acquire the ability to transfer, store or process personal data of employees of the Customer.
42. The parties agree that where such processing of personal data takes place, the Customer shall be the 'data controller' and the Service Provider shall be the 'data processor' as defined in the General Data Protection Regulation (**GDPR**) as may be amended, extended and/or re-enacted from time to time.
43. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.
44. The Service Provider shall only Process Personal Data to the extent reasonably required to enable it to supply the Services as mentioned in these terms and conditions or as requested by and agreed with the Customer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing any Personal Data for its own or for any third party's purposes.
45. The Service Provider shall not disclose Personal Data to any third parties other than employees, directors, agents, sub-contractors or advisors on a strict 'need-to-know' basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.
46. The Service Provider shall implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by the Service Provider on behalf of the Customer.



47. Further information about the Service Provider's approach to data protection are specified in its Data Protection Policy, which can be found on our website. For any enquiries or complaints regarding data privacy, you can email: callam@boulevardestimating.co.uk.

Circumstances beyond a party's control

48. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.

Communications

49. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
50. Notices shall be deemed to have been duly given:
- a. when delivered, if delivered by courier or other messenger (including registered mail) during the normal business hours of the recipient;
 - b. when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
 - c. on the fifth business day following mailing, if mailed by national ordinary mail; or
 - d. on the tenth business day following mailing, if mailed by airmail.
51. All notices under these Terms and Conditions must be addressed to the most recent address, email address or fax number notified to the other party.

No waiver

52. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy nor stop further exercise of any other right, or remedy.

Severance

53. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

Law and jurisdiction

54. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.



Estimating, Quantity Surveying & Project Management Services

55. We base all estimates on the information provided by yourself. The more detailed the information, the better the accuracy within the estimate. Limited information only allows for 'budget estimates' in which should not be taken as a defining sum for your project. We assume for the purpose of the estimate, all plans and information provided is accurate and approved by planning, building regulations and all other statutory requirements.
56. We take no responsibility for the final sum in which you provide to your client. A site visit by you or a representative of your company is required. This is due to a site visit being able to identify any issues, check access and any unforeseen works in which may not demonstrated within the information provided to us.
57. All M&E costs are budget costs and should be checked by you or a representative of your company due to being specialist works. Do not send our estimates to your client unless you are 100% satisfied with the rates provided. We take no responsibility for these rates.
58. All groundworks and other sub-contractor estimates are budget costs. These works are specialised, in which, each company operates differently, resulting in fluctuation of rates. This can depend on a number of factors such as in house labour & plant or whether it is sub-contracted back out. We ask all clients who are sub-contractors to check all rates provided by us and be 100% satisfied before sending to the client.
59. We will provide an estimated turnaround for your documents to be received and provide a proposed return date within our quote to you. The order should be placed with us before 12 noon for the services turnaround days to start on that day. If it is after 12 noon, the services turnaround will start from the next working day.
60. Any items not mentioned within the estimate or documents is deemed excluded.
61. Payment is required in full.
62. Once the order has been placed, works on your project will start. If you are to cancel before we have started the works, no charges will apply. If we have started the works, we reserve the right to charge you for the full order cost.
63. We will provide you with the estimate draft, you then are required to check through and check all rates are suited to your company along with quantities and profit allowances. You must also check for any mistakes or omissions that you may notice. It is your responsibility to check the estimate thoroughly before sending to the client. You have 14 days to return any comments on the estimate; this must be received in writing or verbally. After we receive your feedback, we aim to make any amendments required within 3 working days.
64. With every none discounted estimate order placed, you will receive two sets of free revisions. They are only free if they will take 30 minutes or less to complete.
65. Any design change revisions will be subject to charge. Any revisions after the first two free revisions, will be subject to charge. Any revisions out of the time limit to complete will be subject to charge.
66. We can take revisions verbally or by email. If they are verbal, we will state they are verbal when we return the documents to you. Once amendments are made by yourself, it then loses our responsibility for the work provided to you. If you inform us to make amendments and there are cost implications for you or your company as a result of this once the project starts, we take no responsibility
67. If you wish to discuss the project, we allow a 20-minute free telephone conversation, free of charge.



68. Our estimates, costs plans, bills of quantities and schedule of works are based on the plans provided at the time. We do not accept any responsibility for any variations or changes once the works have started. All our information provided is for guidance purposes only.
69. Boulevard accepts no responsibility for any loss or damage you may incur as a result of any inaccuracy or any information that is provided by you, which is not correct.
70. The corona virus pandemic and Brexit are causing material prices to fluctuate constantly. We provide materials costs at the time the estimate is completed. Cost are likely to change by the time you start on site. We advise that before you start on site, to check the materials costs and that they are still within your budget. If in the case they are not, we advise you to return to us, which we can provide you with material costs at that moment in time. We accept not liability for material cost implications in relation to the corona virus or brexit situation, as it is out of our control. We can only provide costs for materials at the time the estimate was completed.
71. Quantity Surveying services may or may not be sub-contracted out. The terms and conditions for these services will be provided in negotiation and or when the order is placed with ourselves. The sub-contractor will provide their T&C's.
72. Project Management services may or may not be sub-contracted out. The terms and conditions for these services will be provided in negotiation and or when the order is placed with ourselves. The sub-contractor will provide their T&C's.
73. We do offer site visits, which will be subject to charge. If you are to cancel with less than 24 hours' notice, we are able to bill you for the full site visit cost.
74. By accepting our proposal, verbally or in writing, you are accepting these T&C's and a legally binding agreement. These T&C's are included within the agreement between us and you.