

TSA TERMS AND CONDITIONS OF SALE

- A. These terms apply to all services supplied by TSA and may be varied without notice or if additional services are used
- B. TSA reserve the right to refuse or re-quote for any work submitted.
- C. Whereas TSA shall take due care in preparation of the enclosed documents and schedules NO liability or responsibility shall attach to Trevor Sadd Associates for any claim howsoever arising from:
 - a) misrepresentation of your requirements
 - b) conflict between oral and written communication between the purchaser or the purchaser's representative and TSA
 - c) errors or differences in quantities, calculations or rates contained in the items supplied or totals,
 - d) omissions
 - e) errors in the documentation arising from the lack of a site visit by TSA
 - f) any design, specification, structural, specialist design or contractual errors whether proposed by TSA or others. TSA are not designers, specifiers, structural engineers, service engineers or solicitors, and purchasers use any solutions proposed at their own risk. Furthermore purchasers agree that they will verify any proposals with the relevant professionals prior to use.
- D. Complete responsibility is placed on the purchaser to check all the details of the documents prior to their use for any purpose and the purchaser shall in all cases act as the Principal and no responsibility or liability shall attach to TSA or any of its employees or agents in respect of any inaccuracy contained in any documentation or schedules provided by TSA.
- E. The purchaser agrees to report in writing any error found in the documentation to TSA within seven days of its discovery.
- F. All supporting products (including letters, e-mails, literature, documentation, DVD's, software etc. (in whatever form) provided or sold by TSA (including: Tendering for Profitable Building Work, Builders Estimating Systems, Securing Profitable Building Works, Builders Costs and Sources of Supply, etc.) are provided or sold under copyright and are only for use with services provided by TSA.
- G. All those items provided by TSA (including those described in F. above) are provided to assist the purchaser in the formulating tenders and should not be regarded as comprehensive or applicable to every tender situation. The purchaser must always rely upon their own experience and methods.
- H. Where estimates are used as the basis of a competitive tender, the purchaser agrees to provide TSA with details (tender sums) of any tender submitted.
- I. Trevor Sadd Associates work on a payment with order basis. However, in exceptional circumstances, where invoices are not pre-paid or additional balances are due, the full amount is to be paid within three days of receipt of invoice. If payment is not received within three days, interest will be charged on the outstanding amount at Barclays Bank Base rate + 8% until payment is received plus £10.00 for each reminder sent. Balances overdue by 21 days are generally transferred to a debt collection agency whose fees with any legal fees are also charged.
- J. Estimate and Tender completion dates and delivery dates cannot be guaranteed by TSA and may in unusual or exceptional circumstances be varied. Furthermore delivery date may be varied where:
 - a) delays in receiving payment
 - b) the purchaser's instructions or the works specified changes
 - c) the late provision of information, whether by the purchaser or others in the provision of any relevant information (including design, specification, contractual or cost information)
- K. The 'purchaser' in the above text means the purchaser or any other user of any service provided by TSA and TSA means Trevor Sadd Associates or anyone acting on behalf of the same.