

**E CHAMBERS (MECHANICAL ENGINEERING SERVICES) LIMITED ("the Company")**  
**TERMS AND CONDITIONS OF BUSINESS**

1. **GENERAL** - These Conditions shall be incorporated into all contracts between the Company and any person, firm or other organisation ("the Customer") for the supply to the Customer of goods and/or services. These Conditions supersede any earlier conditions appearing in the Company's literature or elsewhere. The placing of any order by the Customer shall be deemed to be an acceptance of these Conditions and any terms and conditions stipulated, incorporated or referred to by the Customer whether in the order or in any negotiations are hereby excluded. The Customer's terms and conditions shall not be incorporated into any contract with the Company and in any event these Conditions shall prevail over all the Customer's terms and conditions. No alteration to these Conditions will be valid without the Company's written consent signed by a director of the Company.
2. **QUOTATIONS** – please also refer to the Company's Tender Conditions which apply to the Contract
- 2.1 Installation will be carried out in continuity or to an agreed programme during normal working hours. Out of hours working must be agreed in advance and confirmed in writing. With regard to free issue items either to be installed by the Company or affecting installation of ductwork, delivery dates are to be advised by the Customer in good time before the commencement of the works ("the Works") the subject of this contract ("the Contract"). With regard to any services provided by others affecting the Works, the Company must be advised when such services are to be completed so that the Company can programme the Works. Any amendments to such delivery or completion dates should be advised to the Company in good time.
- 2.2 Quotations provided are for works as detailed on the Customer's drawing(s)/enquiry. Any additional works/or variations to the Contract will only be undertaken upon receipt of written instructions from the Customer signed by the Customer's authorised representative. The timing of the additional works will be at the Company's discretion but will usually be undertaken at the end of the Contract.
- 2.3 Prices quoted are nett and exclusive of Value Added Tax which will be added to all invoices rendered. Quotations are open for acceptance for a period of 8 weeks from date of quotation unless otherwise specified and confirmed in the Company's quotation.
3. **TERMS OF PAYMENT**
- 3.1 The Company may issue invoices or applications for payment ("the Invoice") at its discretion but usually these will be rendered on a monthly basis. Payment of the Invoice will become due upon the date of despatch of the Invoice to the Customer ("the due date"). The final date for payment of the amount which becomes due will be 30 days after the due date ("the final due date"). A notice specifying the amount of the payment to be made with reasons for any deductions from the amount of the Invoice must be given by the Customer to the Company not later than 5 days before the final due date.
- 3.2 Any discrepancies should be made known to the Company within 5 days of receipt of the Invoice.
- 3.3 The Company reserves the right to charge interest which shall accrue at the rate of 4 per cent over the base rate for the time being of the Company's bank on a daily basis on all amounts due but unpaid by the final date for payment. This right shall be exercisable without prejudice to any other rights that the Company may have in connection with late payment.
- 3.4 The Customer shall be liable for due payments even if the Customer is acting a subcontractor to a Main Contractor and the Main Contractor becomes insolvent.
- 3.5 No retentions apply to the Contract.
4. **PASSING OF PROPERTY AND RISK IN GOODS**  
Until the Company has been paid in full for the goods comprised in this or any other contract between the Customer and the Company ("the Goods"), the Customer holds the Goods in a fiduciary capacity as bailee of the Company and title to the Goods shall remain with the Company and the Customer shall store the Goods in such a manner that they are clearly identifiable as the property of the Company. Notwithstanding the foregoing the risk in the Goods passes to the Customer from the time that they are delivered in accordance with the Contract. The Customer shall insure the Goods for the full purchase price against loss or damage arising from any cause whatsoever. If requested by the Company the Customer shall execute an assignment in favour of the Company of all rights of the Customer to claim against the insurers in respect of the Goods covered by such insurance and shall join the Company in notifying such insurers of the Company's interest in any policy effected hereunder. Such insurance shall be effected by the Customer to cover the period from the time when the risk in the Goods passes to the Customer to the time when the property in the Goods passes to the Customer and the Company's interest as a vendor of the Goods shall be notified by the Customer to the insurers.
5. **DELIVERY**  
The Company will deliver or arrange delivery of the Goods to the Customer, or to the Customer's agent at the place specified in the Contract for deliveries or, if no place has been specified, at such place as may be agreed between the Company and the Customer in writing. The Company shall use its reasonable endeavours to deliver or arrange delivery of the Goods on the dates specified by the Customer or within a reasonable time thereof provided always that the time for delivery shall not be of the essence of the Contract and the Customer shall be obliged to accept deliveries of goods by instalments. The Company shall not be liable for any loss or damage whatsoever arising directly or indirectly from any failure to effect delivery within such period.
6. **TERMINATION**  
If the Customer fails to comply with any of the terms of the Contract, or ceases to or threatens to cease to carry on business, or becomes insolvent or bankrupt or has a petition presented for its winding up or enters into a voluntary arrangement with its creditors, the Company may cancel the Contract forthwith by notice in writing. In that event the Company will be discharged from further performance of the Contract and the Customer shall forthwith upon demand pay to the Company all costs and expenses and overheads incurred in connection with the Contract together with any loss or profit and all sums due to the Company hereunder.
7. **DISPUTE RESOLUTION**
- 7.1 Either party may at any time refer a dispute to adjudication. Any adjudication shall be carried out pursuant to the Model Adjudication Procedures published by the Construction Industry Council current at the time of the reference. The nominating body shall be the Royal Institute of Chartered Surveyors.
- 7.2 The Contract and these Terms shall be governed by and construed in accordance with English law and each party submits to the exclusive jurisdiction of the English courts in relation to any claim or dispute arising there under without prejudice to the right to adjudicate at any time.
8. **LIMITATION**
- 8.1 The Company's maximum liability to the Customer under or in connection with the Contract whether in contract or in tort or in negligence or breach of statutory duty or otherwise (other than in respect of personal injury) shall not exceed the Contract sum.
- 8.2 The provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded.
- 8.3 The Contract shall not be assigned by the Customer to any third party without the written consent of the Company.



**E CHAMBERS (MECHANICAL ENGINEERING SERVICES) LIMITED**  
**("the Company") - TENDER CONDITIONS**

1. All galvanised ductwork is constructed to HVCA specification DW144.
2. Any special delivery or installation requirements must be forwarded to the Company in writing prior to work commencing.
3. Any restrictions to access either affecting hours of working, deliveries or parking to be advised to the Company prior to the Company's tender. The Company will not be deemed to have inspected the site when tendering for the Contract.
4. The Company has not included for any specialist high level access equipment or for installation/deliveries that may be required out of normal working hours.
5. The Company will not be responsible for storage of plant or other's equipment associated with the ductwork installation or for the lifting or movement of these items around site.
6. The Company do not accept responsibility for the checking and verification of free issue equipment/items of plant delivered either direct to their premises or to site.
7. The Company's quotation excludes:
  - 7.1 additional surfaces finishes, e.g. painting
  - 7.2 any special cleaning
  - 7.3 strip out or removal from site
  - 7.4 assembly of free issue items
8. The Company shall not be obliged to carry out any building, electrical or other specialised work of any kind including the formation of holes for ductwork routes or the installation of any switches/motors unless the same has been expressly included for in the Company's quotation to the Customer.
9. The contract sum is exclusive of VAT, packaging, carriage, freight and delivery charges and insurance which will be added to the contract sum as appropriate.
10. The Company require at least 10 working days from receipt of the Customer's order to production of working drawings and at least 10 working days from approval of working drawings by the Customer to commencement of work on site.
11. The Company reserve the right to charge for additional drawings in order to satisfy any special requirements of the Customer which were not made known to the Company at tender stage.
12. The Company do not accept responsibility for the co-ordination of other services.
13. The Company reserves the right to vary the agreed specification of materials used (including, but not limited to, specified Manufacturers' materials and/or goods) if, in its opinion, the finished product will be of an equivalent or higher standard.
14. Where at any time before delivery of the goods the subject of the contract:
  - 14.1 there is an increase in the cost of raw materials, transport, components or labour;
  - 14.2 there are any currency fluctuations increasing the costs of raw materials or components;
  - 14.3 there are increases in alloy surcharges;the Company may adjust the contract sum accordingly subject to giving the Customer notice of increase and the right to cancel the order without liability if the increase is in excess of 10% of the contract sum.
15. All snags to be advised on completion of first fix and second fix in order that these can be corrected at one time.
16. Any damage caused on site alleged by the Customer to be attributable to the Company should be reported and confirmed in writing by the Customer to the Company within 24 hours in order that the Company may investigate. The Company will not accept responsibility for any damage(s) reported after this period has elapsed.
17. Any damage caused to the Company's materials on site (whether installed or not) will be reported by the Customer and confirmed in writing.
18. The Company shall be entitled to subcontract any work without the consent of the Customer.
19. A copy of HSE Regulations 4 asbestos statement is required by Main Contractor before commencement of work.