19/11/2025

Your Reference:

Our Reference: ordetoplace/SGQT-21251/1/#/0/laura.baker

Thomas Disley
Kier Construction - North & Scotland
3rd Floor
Optimum House
Clippers Quay
Salford
M50 3XP

[redacted]

For the attention of: Thomas Disley

Project Name: 402633 - Orchard House (Varley Street) SEND School M40 8DP - Orchard House (Varley Street) SEND School, - Cycle Shelters

We are pleased to enclose our proposal for your consideration regarding the above project.

Please find attached: -

- Our **QUOTE SUMMARY TABLE** for your convenience and price review/comparison.
- Our **FULL PRODUCT SPECIFICATION** for further details of the items quoted.

Please ask about our "KIER: VALUE FOR MONEY PROMISE" where we will beat ANY like-for-like product prices. If you think you have a better equivalent offer, please get in touch and we'll beat it!

For more information about Broxap please visit our page on the Kier Procurement hub https://kier.sharepoint.com/sites/Procurement-Hub/Preferred%20Supplier%20Catalogue/SitePages/Broxap.aspx
or to raise a PSSC purchasing ticket, email this quotation to: PSSC.PurchaseEnquiries@Kier.supportsystem.com

Should you require any further assistance please contact myself on [redacted]

We will contact you shortly to discuss this proposal in more detail.

Yours sincerely,

Laura Baker
Senior Project Sales Manager
Sales
[redacted]

Enclosed, quotation number; [redacted]

19/11/2025

Quotation Reference [redacted]

For the attention of: Thomas Disley, Kier Construction - North & Scotland
Project Name: 402633 - Orchard House (Varley Street) SEND School,
Your Contact at Broxap is: Laura Baker on [redacted]

Quote Summary

Item Code	Item Name	Qty	Unit Price	Disc%	Total
BXMW/S/WAR	Broxaps Wardale Shelter	2	£1,700.00		£3,400.00
BXMW INSTALL	Installation Service	1	£1,744.00		£1,744.00
BXMW Carriage	Carriage Charge	1	£647.00		£647.00
MCDSTAT	Main Contractors Discount	1			
BXPT	Payment Terms	1			
Grand Total excluding any optional extras					**£5,791.00**

If you have any questions or wish to discuss this proposal in more detail, ple[redacted]

Remember our " Kier: VALUE FOR MONEY PROMISE" we will beat ANY like-for-like product prices.
If you think you have a better equivalent offer, please get in touch and I'll beat it!

For more information about Broxap please visit our page on the Kier Procurement hub https://kier.sharepoint.com/sites/Procurement-Hub/Preferred%20Supplier%20Catalogue/SitePages/Broxap.aspx
or to raise a PSSC purchasing ticket, email this quotation to: PSSC.PurchaseEnquiries@Kier.supportsystem.com

Subject to Contract
Any order arising from this proposal shall be based on Broxap's Terms and Conditions of sale, which are available to view on our website www.broxap.com. Prices shown are net & exclusive of VAT. E&OE; prices are considered to be correct on the date of issue, should errors in pricing or any increases in costs quoted be discovered, we reserve to right to re-cost our offer. Payment: Subject to account status and final order value, advance payments may be required. Should the delivery date of the goods be delayed by the Customer, we reserve the right to invoice for goods and services undertaken to date, and payment will become due for the work(s) completed and invoiced. Any product images may differ in finish or specification to that stated within the item description.

broxap®
street furniture
design · manufacture · installation

Full Specification Table Sheet 1 of 2

Code	Product	Qty	Unit Price	Disc%	Total
BXMW/S/WAR	Broxaps Wardale Shelter at 3000mm long Shelter Dimensions : 3000 (l) x 2140 (w) x 2150 (h) Roof Cladding :4mm PETg UV ClearView End Cladding : 4mm PETg UV ClearView Cladding Colour: - Clear as standard Fixing Type : Submerged Baseplates Finish to Framework: Galvanised to BS EN ISO 1461:2022 and Powder Coated Colour: Stock BS/RAL TBC Gate Required : No Supplied to Site Flat Packed Ground Area : Length x Width of Shelter + 500mm Minimum Cycle stands are already existing on site.	2	£1,700.00		£3,400.00
BXMW INSTALL	Installation post sale – 402633 Installed by DBS checked & CSCS qualified operatives.Fee includes for the installation of the following products: 2 x 3mtr Wardale Cycle Shelters Installed onto suitably prepared foundations/base by others. Access: assumed that safe consolidated access can be easily achieved within 20m to area of works from the laydown area (please note our delivery vehicle allowances). Plant Allowances: None Following the installation of your product we will remove all plant and packaging (excluding timber pallets these can be removed if required P.O.A.)All works to be completed during normal working hours – Mon to Fri – 8am to 5pm unless expressly agreed otherwise	1	£1,744.00		£1,744.00
BXMW Carriage	Carriage for the following items: Rigid with Moffet 2 of BXMW/S/WAR Carriage Charge Excludes offloading and/or delivery vehicle accreditation unless stated.	1	£647.00		£647.00
MCDSTAT	*Please Note: The above prices are nett - Main Contractors Discount has been deducted - therefore no further discount to be taken*	1			
BXPT	Subject to account status and final order value advance payments may be required.	1			

Subject to Contract

Any order arising from this proposal shall be based on Broxap's Terms and Conditions of sale, which are available to view on our website www.broxap.com. Prices shown are net & exclusive of VAT. E&OE; prices are considered to be correct on the date of issue, should errors in pricing or any increases in costs quoted be discovered, we reserve to right to re-cost our offer. Payment: Subject to account status and final order value, advance payments may be required. Should the delivery date of the goods be delayed by the Customer, we reserve the right to invoice for goods and services undertaken to date, and payment will become due for the work(s) completed and invoiced. Any product images may differ in finish or specification to that stated within the item description.

Full Specification Table Sheet 2 of 2					
Code	Product	Qty	Unit Price	Disc%	Total
Grand Total	Excludes all optional extras				£5,791.00

If you wish to discuss this proposal in more detail, please contact me: -

Laura Baker Direct Dial: [redacted]

Subject to Contract

Any order arising from this proposal shall be based on Broxap's Terms and Conditions of sale, which are available to view on our website www.broxap.com. Prices shown are net & exclusive of VAT. E&OE; prices are considered to be correct on the date of issue, should errors in pricing or any increases in costs quoted be discovered, we reserve to right to re-cost our offer. Payment: Subject to account status and final order value, advance payments may be required. Should the delivery date of the goods be delayed by the Customer, we reserve the right to invoice for goods and services undertaken to date, and payment will become due for the work(s) completed and invoiced. Any product images may differ in finish or specification to that stated within the item description.

Basis of Offer (Iss61 – 18Sep2023/JB)

Individual qualifications from those below may have been superseded within the quotation lines, this will be clearly stated where applicable. Unless clearly stated otherwise these assumptions shall apply, variation to which may require a price revision. For any areas requiring inclusion, further clarification or discussion please contact us.

broxap®
street furniture
design · manufacture · installation

Quotation & Price(s)

1.1. This offer is spot priced as of the date of the quotation, on the assumption that materials for manufacture can be procured at the costs estimated on the date of issue. Should there be an increase in costs of the materials or services quoted within proposal, before or after making any Contract, we reserve to right to re-cost accordingly.

1.2. Acceptance of the prices from this proposal shall constitute acceptance of these assumptions, wherever relevant.

1.3. For contracts where the normal rules of VAT apply, then all prices shown are exclusive of VAT (and/or other duties).

1.4. Notwithstanding any Bill of Quantities, Specifications and/or the Drawings supplied by the Customer, the dimensions, descriptions, and material specifications from this offer outlines our proposal.

1.5. To assist with your cost comparisons, any Form of Tender, Activity Schedule and/or Bill of Quantity documents supplied by the Customer and completed by Broxap, are submitted for convenience and quick referral only and shall not form part of any potential contract arising from that process.

1.6. Changes to the quantities, specification, methods and/or sequence of construction, may result in costs being charged as a variation. Instructions without agreement on costs may not be accepted, any references to such instructions can only be undertaken once costs and programme variations are agreed.

1.7. Should errors in pricing or arithmetic be discovered as part of this offer, at any stage, or for any discoveries found during any phase of the project, which were not previously made aware to us, we will be afforded the opportunity of amending our price to correct such errors or omissions or withdrawing from any part of that product/service.

2. Descriptions & Finish

2.1. This offer is being made without guarantee of adherence or compliance to the content of any enquiry received. For any non-compliance(s) between our offer and the enquiry then our specifications take precedence.

2.2. Should any alternative specification(s) be required to those stated within our offer, or in these assumptions, then details should be forwarded to Broxap for review.

2.3. Where stated as an inclusion, fabricated mild steel parts will be hot dip galvanised to BS EN ISO 1461:2009.

2.4. Decorative coloured coatings onto galvanised substrates shall be to our standard polyester powder coating with a typical dry film thickness of 60µm to c.120 µm. A duplex coating, for use in areas of high salinity or pollution, is available for a supplemental fee. If a specific finish needs to be considered, then the specific details (i.e., Z-clauses) must be forwarded to us for a revised quotation.

2.5. The grade and finish specification and any items/products quoted that are of stainless-steel construction shall be as described within our offer. No consideration shall be made for post installation specialist clean and passivation, or specialist polishing unless stated as an inclusion.

2.6. The customer is responsible for understanding the grace, species and treatment for any timber element(s), as described within our offer, and for gaining client acceptance/approval for the suitability of these within any subsequent order.

2.7. No allowance is made for supplementary enhanced flame-retardants treatments, or measures, unless stated otherwise.

2.8. The customer is responsible for understanding our offer and for ensuring that approval of any "non-compliances" or other assumptions contained within our proposal, which differ from the enquiry, are obtained from the client prior to ordering.

3. Site Survey & Services

3.1. Notwithstanding any site meeting or information received, this offer is made on the basis that no formal site appraisal has taken place. An additional cost may apply if the site features obstacles that have not been considered; *inter alia* buried services, specialist surfacing, old foundations, high-water table, ground liable to flooding, hazardous materials.

3.2. Broxap's "Site Survey" is defined as; Dimensional measure of existing ground & buildings; CAT scan to detect "live" underground hi-voltage cables; location of existing visible drainage; and an assessment of access to the area of works.

3.3. If commissioned to undertake Site Survey, Broxap will require all areas of work to be accessible for surveyors.

3.4. A date for the survey will be proposed following confirmation of the readiness of the site, with full and free access, an out of hours contact and formal acceptance of your order by Broxap.

3.5. Surveying appointments will be arranged and formally confirmed for a mutually agreed time. If our surveyors attend but are unable to complete (due to reasons beyond our control), then the costs associated with the aborted visit will be charged, and an additional cost must be agreed before any revisit(s).

3.6. Typical exclusions from our Site Survey are; tracing drains or ducts (including empty ducts) and disused services; service connections; inaccessible manhole covers; working in areas that are unsafe or not practical; telephone/communications and data cables; and geotechnical and ground-bearing pressure assessments.

3.7. In respect of CDM and under the guidance of the HSE publication "*Avoiding Danger from Underground Services*", the client/landowner is obliged to provide to Broxap any information that will assist in the identification and routing of buried services.

3.8. If a Site Survey is not procured by the Customer, or where "as built" or other site information is provided to Broxap by the Customer, the Customer accepts that the risks associated to any non-fitment of products/parts.

4. Ground Conditions, Foundations & Drainage

4.1. Unless stated, all foundations are to be constructed by others.

4.2. The design of any builders' works in connection with our products will be provided by others. For bespoke designs we will provide loadings/reactions at column bases (once determined), and/or for pre-designed products we will provide general arrangement drawings for analysis and engineering by others.

4.3. Where builders' works (e.g., foundations or critical points of interface) are designed and constructed by others, without the input of Broxap, professional fees for engineering validations shall be recoverable at the Chargeable Rate(s) stated in 20.1

4.4. Where cast-in cone anchor bolts are listed within our offer then we assume that the Customer shall install these bolts/cluster arrangements into their foundations, without charge to Broxap, to the set-out information provided by us.

4.5. Where pre-cast foundations exist, a typical post-drill fix solution is presumed; the Customer will assist with any temporary works, if required. Resin anchors are not included and if these are required, we reserve the right to re-cost the installation services.

4.6. Any holding down anchors or first-fix brackets, installed by others, shall be in accordance with tolerances stated in our drawings/design information.

4.7. Pad foundations are typically assumed to be ~200mm (no more than 300mm) from FFL to top of foundation, except for Tensile Fabric Structures (BXTS codes), which are assumed to be 450mm below FFL. The top of any foundation is to be entirely exposed prior to our installation.

4.8. Slab foundations are assumed to be flat and without gradient.

4.9. Visits for Broxap to survey client foundations are chargeable, pricing shall be based on site postcode and quantity of footings.

4.10. No provision has been made to the presence of reinforcements in existing foundations or any other specialist drilling/coring.

4.11. Broxap can size pad or slab foundations if required. Any undertaking to design and/or construct foundations will be clearly itemised within our quotation. It is assumed that a ground bearing pressure of 100kN/m^2 will be achieved in the existing substrata and that excavations shall be free from services, contaminated/hazardous materials and shall be a "soft dig". Any ground investigation ("GI") report(s) provided will not have been considered unless expressly stated within our quotation detail.

4.12. Should our foundation design need to consider a "GI" report, this is to be issued for us to calculate the professional fees for acceptance. Any fee will be limited to a review of trial hole information (near to column locations); specifying of the grade of concrete to be used; and, if Broxap are the constructors of the foundations, a review of the site-specific contamination results.

4.13. Any foundation design, as per 4.11 or 4.12, shall be restricted to the sizing and the grade of a concrete mass. Any other design considerations for civil engineering (e.g., other structures, services/ducting or other landscaping) will not be considered.

4.14. Any preliminary specification or dimensions stated by Broxap for any foundations is subject to detailed design.

4.15. Rainwater goods/downpipes (if included in our offer) shall discharge at ground level. The gutter and any RWPs will designed to the flow rates of BS EN 12056-3:2000.

4.16. Making good the finished ground level/floor surface(s), after installation, is the responsibility of others.

5. Concept Designs & Design Assumptions

5.1. Concept drawings or illustrations submitted as any part of our proposal are to be considered RIBA Stage 2 detail. This commercially sensitive and confidential information is issued purely for the purposes of demonstrating our intent.

5.2. Concept designs are the exclusive intellectual property of Broxap and that these are protected by the applicable UK Design Registration Laws.

5.3. Broxap reserves the right to adjust our concepts during or before any detailed design stage.

5.4. Concept designs from this proposal, may not consider exposed areas (e.g., coastal or hillside) or locations of high altitude (150 metres above sea level). Snow drift from multi-storey adjacent structures may not have been considered.

5.5. Our offer may not consider the position of obstructions within the footprint/area of the canopy. Our repetitious optimum bay lengths will have been assumed, unless stated otherwise within our quotation. If we are asked to avoid such obstructions (e.g., door and window positions, inspection covers, buried services etc.) then we reserve the right to re-estimate our offer.

5.6. For orders arising from this offer, Broxap's "design" remit is considered as being limited to the "engineering" of the details produced by the client's professional design team or the project principal designer, or from the client's instruction(s).

5.7. To provide project-specific detailed design information it will be necessary for Broxap to formally commence with the design work under an instruction from the Customer, who shall fund the commission. The charge for this is typically 15% of the overall quotation sum.

5.8. All design and engineering work shall be invoiced upon completion of those works.

6. Design Approval

6.1. For bespoke design projects, following our acceptance of your order, we will provide an Approval Issue drawing.

6.2. Unless stated otherwise design works shall generally be to "BIM Level 0" i.e., 2D, AutoCAD drafted (pdf output) files with no BIM Product Data. Should the project require higher than BIM Level 0, the customer shall forward their project specific EIR, AIR and BEP for an accurate cost to be proposed.

6.3. Where applicable Approval Issue drawings will be sent via email in 'pdf' format for acceptance or comment(s) by the client. Minor redrafting up to first revision will be accommodated. For extensive re-draws, additional charges will apply.

6.4. For bespoke projects, drawings shall be approved by the client prior subsequent activities (i.e., manufacture etc.). "Approval" means that drawings will have been examined and approved by the Customer, regarding dimensions/details and technical specification/content. All approvals granted, will be treated as all-encompassing and final. Amendments after formal Approval may give rise to cost and programme implications.

6.5. Where our offer contains pre-designed shelters (from our standard range), if these are to be subject to a building control process and are to conform to the "live" loadings and deflections stated in the Euro-norms they will need to be assessed for the project postcode. We will assist by supplying drawings, on receipt of an order, for others to analyse.

6.6. As an alternative to 6.5, Broxap Ltd can assess its pre-designed product(s) and provide the necessary calculations for a professional service fee. If included, this will be clearly shown on our quotation. If you do not require us to provide this service, please refer to paragraphs 7.4; 7.5; and, 7.6.

6.7. The engineering review (as per 6.5 & 6.6) may determine that shelter section sizes or connections need to be modified, which may affect the product costs shown on this quotation.

7. Technical Design

7.1. When undertaking bespoke canopy design work, Broxap will consider the live service loads for the roofing assembly and structural members. No consideration will be given to assess the impact of vehicular traffic, as described in BS 6180:2011.

7.2. The pitch on any angled roofs shall be set to a typical gradient of 5^{o}.

7.3. In the event of a wall mounting fixture being required the loadings will be supplied during our Technical Design phase for the mounting points. It is the responsibility of the client's engineer to ensure that the wall can sustain the loadings. Any requirements for first-fix brackets shall be by others. It is assumed that Broxap will have the opportunity to coordinate the canopy-to-bracket design connection.

7.4. Whilst our designs may be subject to an independent structural engineering review, requirements for fully written structural calculations are typically excluded.

7.5. Building warrant applications, S.E.R. Certification or Verification and/or other specialist building works processes (e.g., planning permissions, local authority fees, building control fees) are typically excluded.

7.6. Material grades or specifications (BS/EN/ISO) listed in the Customer's enquiry may have been superseded, or not considered, in this proposal. Should there be specific design requirement, where a grade, nominated part or other specification from the enquiry must be included, the Customer shall make this known for confirmation of its inclusion.

7.7. No time consideration is made to Broxap's participation in any electronic document control system. It is assumed that relevant works package information will be issued by the Customer.

7.8. We assume that access for end user cleaning and maintenance will have been risked assessed and considered by others.

7.9. This offer does not include thermal and dew point calculations, nor does it include any thermal breaks.

7.10. No consideration is given to end user requirements for hi-visibility features (e.g., column banding or screen manifestations etc.). Where stated as an inclusion, visually contrasting vinyl manifestations shall be applied to one face of vertical glazing.

7.11. Broxap warrants that it will perform the design services quoted for with reasonable skill and care.

7.12. Bird roosting measures are typically not considered.

7.13. Any reference to "Design Life" in relation to this this proposal shall mean Structural Design Life, which considers wind and loading actions from a statistical mean period of 50 years.

8. Electrical Interfaces & Assumptions

8.1. Unless stated as an inclusion, all M&E works shall be by others.

8.2. The open hollow sections from our products may provide passive provision/containment for services, Broxap does not include any provision for the integrity of the cavity or suitability for containment.

8.3. No allowance is made for draw wires or access hatches.

8.4. Where Broxap is supplying and installing electrical components, our electrician will use black or white plastic conduit, which will be mounted externally to the structural members.

8.5. Electrical hardware installations, which are stated as an inclusion within our offer, shall be installed and terminated in line with the guidance outlined within the latest revision of BS7671.

8.6. It is assumed that suitable enabling works, to bring the adequate feed into the envelope of the structure, is carried out by others and that connection to a fused spur will be locally available.

Basis of Offer (Iss61 – 18Sep2023/JB)

Individual qualifications from those below may have been superseded within the quotation lines, this will be clearly stated where applicable. Unless clearly stated otherwise these assumptions shall apply, variation to which may require a price revision. For any areas requiring inclusion, further clarification or discussion please contact us.

broxap® street furniture design · manufacture · installation

8.7. Mains' connections, distribution boards and/or overall electrical design certification shall be by others.
8.8. We assume that any requirements for lighting control shall be a switched supply from existing services. No consideration for timers, dusk to dawn sensors or emergency lighting is made.
8.9. Any inclusion of CCTV shall be designed by others. In the absence of any specification, we will make proposals for acceptance, these may not consider 'field of view' or other design requirements.
8.10. Lightning protection, supplementary bonding, surge protection and connection into existing fire alarms / security systems are not typically considered.

9. Site Access & Delivery

9.1. The unloading area and/or area of work shall be accessible and capable of supporting the loads imposed by Broxap's delivery vehicles, including up to a 17m trailer for extended periods.
9.2. Broxap's transport charges typically exclude mechanical offloading. It is assumed that the Customer will provide mechanical offloading where required. Any offloading is expected to be achieved within a 60-minute period, after which time demurrage and standing charges may apply.
9.3. Where Broxap's installation service has been included, unloading shall be via manual-handling techniques, if reasonable to do so.
9.4. No allowances are made for a fall arrest system on Broxap's delivery vehicles. Where fall-protection "AirDeck" bags are a site/customer requirement, we assume that these will be made available without charge, prior to each of our deliveries.
9.5. Notwithstanding 9.2 and 9.3, if the area of works is >20 metres from the unloading area the customer shall provide any horizontal and vertical distribution.
9.6. Broxap assumes a suitably sized lay-down area (10m x 20m) will be made available near to area(s) of installation i.e., not significantly further than 20m.
9.7. No consideration has been made within any delivery charges for providing FORS accredited transportation or ULEZ requirements.
9.8. The Customer shall take responsibility for the cost, planning and co-ordination of any traffic management, including pedestrians.
9.9. For supply only contracts, the Customer is responsible for the safe-keeping and insurance of the Goods from the time of delivery. The same shall apply for supply and installation contracts, in the event where the delivery date precedes our commencement date.
9.10. No allowances are made for wheel washing of delivery vehicles when leaving/arriving onto the delivery access roads.
9.11. Deliveries are assumed to be limited to a single location per "CARRIAGE" line/item, as quantified and described within our quotation. Additional deliveries for multiple locations or 'split' loads will require recalculation.

10. Area of Works & Installation Labour

10.1. The Customer is to provide safe, consolidated access to the area of works and provide free parking for Broxap's staff/operatives.
10.2. The Customer is responsible for exclusion and/or collapse zones for plant, site personnel and pedestrians during our installation.
10.3. Broxap will submit Method Statements and Risk Assessments for acceptance and approval prior to commencing with works.
10.4. Prior to Commencement, Broxap will issue a formal Pre-Attendance Notice ("P. A.N.") that the Customer will be required to accept and return, including confirmation of any "As Built" foundations and any other enabling work(s) carried out by others.
10.5. Our offer to carry out the works assumes that the following facilities will be provided without charge; edge protection for excavations; statutory safety, health, and welfare facilities; 110-volt single-phase supply; attendance out of hours working; use of skips; permission to photograph/document site works; and a 'hot desk'.
10.6. Unless noted otherwise, all steelworks will be erected to the tolerances stated within the "National Structural Steelwork Specification for Building Construction (7th Edition)".
10.7. Allowances have been made for a typical 30 to 60-minute induction on-site prior to commencing with works. Inductions outside of this assumption must be outlined and may need to be re-cost.
10.8. Except Playground and Safety Surfacing operatives, Broxap site workforces hold Construction Related Occupation CSCS cards (Green "Labourer" cards min.). If a specific tradespersons' card, qualification, or any other pass/certificate is required, this should be outlined by the Customer for cost consideration.
10.9. SSSTS trained staff can be supplied to supervise Broxap's operatives on site, subject to team selection/availability.
10.10. Our site operatives employ a Confirmation of Verbal Instruction "CVI" protocol. Where our operatives are instructed to carry out works that differ to the approved RAMS, or agreed design/scope, then the Customer will be expected to sign a CVI form to record the instruction.
10.11. No allowance has been made for participation in any contractor specific occupational health scheme or check-up/induction.
10.12. Our tender is based upon all works being carried out in one continuous visit, or as stated otherwise. Re-mobilisation costs for multiple phases/visits may be required.
10.13. The finished installation will be wiped to remove excess, visible surface dirt/grease prior to our handover.
10.14. The protection of any decorative coating shall be responsibility of Broxap until the installation is handed over (in part or in full) to the Customer. If compromised prior to handover, then any superficial damage shall be repaired locally by us during/post installation.
10.15. On handover of our works an authorised representative is required to sign a "Practical Completion" certificate.
10.16. A return visit for a post-handover clean, decorative coating repair or any other repair, can be quoted for supplemental to this offer.
10.17. Branded plates/labels are included on all products installed to direct end users to our O&M documentation (via a QR Code) to www.broxap.com/maintenance.
10.18. The Customer shall provide all reasonable out of hours security to protect our works/equipment/material.
10.19. This offer is based on normal working hours (i.e., business days Mon - Fri, 08:00 to 17:00). Task lighting has not been considered.
10.20. In an event where our site works are aborted or stood down, with less than 3 business days prior to the agreed start date, Broxap will issue an Early Warning Notice (EWN) with implications to cost and/or programme. Re-programming may be unequal to the initial delay.
10.21. To avoid aborted and de-mobilising costs, our operatives can be requested to stand down whilst impediment or issue is reviewed and resolved. Standing time, due to reasons outside of Broxap's control, will be charged the rates stated in paragraph 20.1.

11. Access Equipment & Plant

11.1. It is assumed that installation shall be achieved via the use of manual handling techniques, via access towers, where it is deemed to be safe to do so, in line with Broxap's RAMS.
11.2. For cladding and/or glazing operations, we assume that our controlled-process and safe-working practice(s), using access towers will be suitable.
11.3. Any roof access that may be required, where the use of harnesses cannot be feasibly achieved, for any fall restraint systems (such as edge protection or scaffolding around the perimeter of canopy eaves) shall be design, supplied, installed (and removed) by others – as provision for this is expressly not included within our offer.
11.4. Any allowances for mechanical lifting of materials, if deemed to be required by Broxap, shall be itemised within the Installation Services description(s) within our quotation table.
11.5. Where the use of a Telehandler is stated as an inclusion, a driver with the relevant category training and CPCS card shall be provided. This may be used for distribution, suspending loads or other lifting, including erection of structural members. Should an alternative means of hoisting or lifting be required the Customer is to outline its preferences.
11.6. Clear, unrestricted access for all materials, plant and labour is assumed for routes to, from and around the Area of Works.
11.7. All asset protection (e.g., flooring/surfacing) is by others.
11.8. Any allowances for cranes are defined within our offer. If stated as a "Contract Lift" price, this shall include crane, driver, the lift plan, and supervisor (i.e., an Appointed Person "AP").

12. Credit Rating, Payment & Valuations

12.1. Subject to the final contract sum, the credit status with our underwriter at time of order and any proposed project programme, advanced and/or staged payments may be required.
12.2. Outside of any agreement under 12.1, the payment terms referred to in Broxap's standard Terms and Conditions of Sale shall apply (these being fixed at 30 days from the date on which the Goods and/or Services were delivered and the time for payment being of the essence).
12.3. For new customers, customers with lapsed trading accounts or where insufficient credit is available, advanced payments, possibly including 100% proforma invoices payments, will be proposed prior to any order acceptance.
12.4. Payments via cloud-based software (such as "Payapps"), which carry administration charges for payment applications (e.g., £30 per application), these shall be charged back to the customer on a per transaction/per application basis.
12.5. Should, for whatever reason (other than a delay by Broxap), the confirmed delivery date be delayed, we reserve the right to invoice for goods and services undertaken and payment will become due for the work(s) completed and invoiced.
12.6. Payments must be made for offsite materials, which shall be vested to the Customer. Goods that are vested and paid for shall be 'stored' by Broxap for up to 7 days without charge.
12.7. In the event where the 7-day period from 12.5 lapses, or in cases where we are requested to delay despatch, due to reasons beyond our control (e.g., site or depot space issues), then storage will be charged daily at £12.00 per day for a single pallet space (1mx 1.2m), and £20.00 per day for a double pallet space. Larger pallets, and unpalletized goods, shall be measured on a "number of pallet spaces" pro-rata basis.

13. Programme

13.1. A Programme of Works will be proposed following our acceptance of a Customer's order. Creation of the programme is subject to the receipt of all information from the Customer.
13.2. Any preliminary programme supplied in advance of any potential arrangement is for information and is Subject to Contract.
13.3. Broxap does not accept contract clauses containing "time is of the essence" in relation to delivery of goods or services.
13.4. Broxap cannot be held responsible for delays caused by adverse weather conditions or "Inclement Weather".

14. Customer Enquiry & Quote Acceptance

14.1. Notwithstanding any Bill of Quantities, Specifications and/or the Drawings supplied by the Customer, the dimensions, descriptions, and material specifications from this offer take precedent.
14.2. Any changes to the quantities, specification, methods and/or sequence of construction provided by the Customer or any of its consultants after the date of acceptance may result in these additions and any associated costs being charged as a variation.

15. Bonds & Insurances

15.1. No allowance has been made for providing any Bond.
15.2. Broxap is insured to the following amounts, which can be varied on a specific agreement/contract.

Employers Liability	£10m
Professional Indemnity	£5m
Contracts Works	£5m
Public/Product Liability (in one claim)	£20m

16. Liquidated Ascertained Damages (L.A.D.s) & Other Risk

16.1. Broxap assumes that Liquidated Ascertained Damages shall be "Nil" for any contract arising from this offer
16.2. Where L.A.D.s must be included these shall be limited to a maximum of 5% of our Contract sum (i.e., 1% per week for a maximum of 5 weeks). In this instance, this offer will be reviewed to consider the risk. Any acceptance or inclusion of such risk shall be subject to review should the programme be delayed for reasons outside of Broxap Ltd.'s control.
16.3. Any other Contra-charges shall be limited to 5% of our contract.
16.4. No allowance has been made to any other 'risk'.

17. Retention

17.1. Allowances for a Retention are not considered.
17.2. The initial defects liability period, of 12 months' following our practical completion, is covered by Broxap standard Warranty, which negates the need for the administration and cost of a retention percentage. Broxap's Warranty clause(s) from its Terms and Conditions should be referred to.
17.3. Where Retentions are to be included these can only be applied to contracts greater than £50,000 and shall be limited to 3%, in which case(s) our offer sum will be subject to a review.
17.4. Retention release dates, where included, shall be triggered by Broxap's "practical completion" (10.14) for the first payment half and 12 months' thereafter for the balance.
17.5. Legislation in construction contracts determines that the release of any retention monies that are agreed in the terms of a contract must be linked to an event in that contract. It is not possible to tie the release of retention monies to events in any other contracts (including any Main Contract).

18. Warranty Agreements

18.1. Our insurance will indemnify us for claims arising out of liability assumed under the standard Collateral Warranties published by the British Property Federation and the Construction Industry Council. Modifications to these standard forms of warranty will require a review prior to acceptance, which may be subject to a nominal fee (£500). Subrogation clauses will not be accepted.
18.2. Collateral Warranties can be agreed to in principle, subject to comment by Broxap's insurer.

19. Terms and Conditions

19.1. Any Order arising from a Customer's acceptance of this offer will be based on Broxap Ltd.'s standard Terms and Conditions of Sale.
19.2. Broxap's Terms and Conditions are publicly accessible on www.broxap.com/Terms_and_Conditions (Pg 1). Posted hard copies or electronic PDF copies are available on request; in having contacted Broxap with their enquiry the Customer is deemed to have reviewed and accepted these terms.
19.3. Alternative Forms of Contract may be considered for orders greater than £7,000 net. The proposed contract shall be presented to Broxap with any subcontract particulars for consideration and review. Any contract must be signed by a Director(s) of Broxap Ltd, only then shall it be binding.
19.4. Further to 19.3, any pre-let meeting or proposed subcontract form arising from this offer, will need to make known the project specific particulars. If these undermine or conflict with our assumptions, such clauses/particulars will need to be removed. Alternatively, clauses may be suitably qualified, in which case we shall review our tender rates to reflect the agreed outcome.
19.5. For any subcontract order entered into between us and any prospective customer, it is assumed that liability shall be limited to six years from the date of completion and that the contract of engagement shall be executed "under hand" where applicable.
19.6. Though we may have taken receipt of an outline, generic or draft form of contract within an invitation to tender, our offer is made without specific consideration to this. These pricing considerations capture our assumptions in full, unless stated otherwise within any covering email or quotation line.

20. Chargeable Rates

20.1. Rates for any requirements over and above the contract sum (travel time and expenses are not included):

Director	£140.00 per hr.
Structural Engineer	£130.00 per hr.
Senior Designer	£100.00 per hr.
Contracts Manager	£95.00 per hr.
Project Draughtsman	£85.00 per hr.
Lead Surveyor	£80.00 per hr.
Site/Team Supervisor	£75.00 per hr.
Site Operative (skilled)	£75.00 per hr.
CAD Detailer	£65.00 per hr.
Site Labourer	£60.00 per hr.

Broxap Limited - Terms and conditions of sale

BXT&CoS/JB/V2/27OCT2023

broxap®
street furniture
design · manufacture · installation

1. **GENERAL**

1.1 In these Conditions:

1.1.1 The following expressions shall have the following meanings:
"Buyer" the individual firm company or other party from whom an Order to Supply Goods and/or provide Services is received by the Seller.
"Conditions" the standard terms and conditions of sale of the Seller as set out in these terms and includes any additional terms and conditions of sale agreed in Writing by the Seller.
"Contract" a contract for the Supply of Goods and/or provision of Services by the Seller to the Buyer whether made verbally or in Writing.
"Date of Delivery" the date on which delivery of the Goods or Services takes place pursuant to Condition 6.
"Goods" the goods, articles, or items which the Seller is to supply under the Contract.
"Hazards" any underground services, hazards, and impediments to reasonable digging conditions.
"Order" an order placed by the Buyer for the Supply of Goods and/or provision of Services whether verbally or in Writing.
"Seller" Broxap Limited or the trading division, subsidiary or holding company or associate of the company as notified to the Buyer in Writing.
"Services" the work, installation, maintenance, services, or any of them to be provided and delivered by the Seller pursuant to the Contract.
"Site" the premises or location nominated by the Buyer where Goods are to be delivered or Services provided by the Seller.
"Writing" includes facsimile transmission, electronic mail, and other comparable means of communication.

2. **ORDERS, ACKNOWLEDGEMENTS, CONDITIONS AND VARIATIONS**

2.1 Notwithstanding that the Seller may have given a detailed quotation or estimate either verbally or in Writing no Order shall be binding on the Seller unless and until it has been acknowledged in Writing by the Seller.

2.2 These Conditions are incorporated in the Contract and contain the entire obligations between the Seller and the Buyer. In the case of any inconsistency between any letter or quotation incorporating or referring to these Conditions and any Order, letter or form of contract sent by the Buyer to the Seller, whatever may be their respective dates, the provisions of these Conditions shall prevail.

2.3 These Conditions apply to all the Seller's sales and any variation to these Conditions and any representations about the Goods and the Services shall have no effect unless expressly in Writing by the Seller.

3.1 **DESCRIPTION**

3.1 The description of the Goods and/or Services shall be set out in the Seller's quotation.

3.2 Any figures, statements, descriptions, illustrations, photographs, drawings, weights or any other matters contained in the Seller's catalogues, pamphlets, price lists, advertising literature or samples provided to and inspected by the Buyer are not guaranteed to be accurate and are intended merely to represent a general picture and/or quality of the Seller's products and services and shall not form part of the Contract nor be regarded as a warranty or representation relating to the Goods, or a sale by sample.

3.3 If the Buyer wishes to order Goods in accordance with a particular grade or specification this should be stated in the Buyer's Order and any accompanying drawings, but the Seller reserves the right at any time without notice to the Buyer to change or modify the particulars of any specifications, description, design, drawing, illustration and/or particulars of any goods or materials used in their manufacture and to supply the Goods as so modified or substitute similar goods of equivalent type.
The Seller gives no representations as to the condition of the Goods, their fitness for purpose or the measurements or specifications of any Goods unless it is confirmed in Writing by the Seller.

4. **DESIGNS, BUYER'S PROPERTY AND INTELLECTUAL PROPERTY**

4.1 No right of ownership or interest in the Seller's patents, registered designs, trademarks, copyrights, or any other intellectual property owned by the Seller shall pass in any way to the Buyer in relation to the Goods or Services provided under these Conditions. The Seller gives no warranties or representations in relation to the Seller's patents, registered designs, trademarks, copyrights, or any other intellectual property and does not warrant or represent that any registered patents, registered designs, trademarks, copyrights, or any other intellectual property are valid or will remain registered.

4.2 Where Goods are made or supplied to the Buyer's own specification, pattern or design or where standard goods of the Seller are altered in accordance with the Buyer's instructions the Buyer warrants and undertakes full responsibility not only for the suitability and fitness of the specification, pattern or design but also that such specification, pattern or design does not infringe any patent, trade mark, registered design, copyright or any other proprietary right of any third party and the Buyer shall indemnify and keep the Seller indemnified in full against any loss, damage or expense whatsoever (including costs) which the Seller may incur in or arising from the performance of the Contract by reason of any infringement of any such patent, trade mark, registered design, copyright or any other proprietary right and the Buyer acknowledges that the Seller shall be under no liability of any description to the Buyer if the Goods prove to be unsuitable for whatever reason for application or use.

4.3 To the extent that the Seller has agreed in Writing to make patterns especially for the Buyer the same shall become the property of the Buyer when paid in full. Any replacements, alterations or repairs to any Buyer's patterns or equipment shall be paid for by the Buyer.

4.4 The Seller shall have no responsibility for any loss of or damage to any equipment, or other items of the Buyer's property whilst on the Seller's premises arising from inadequate storage or any unauthorised, injurious act or default by any employee of the Seller or otherwise and the Buyer must arrange its own insurance at all times for such equipment.

4.5 The Seller shall have a general lien on all the Buyer's property in the Seller's possession for all sums due at any time from the Buyer and shall be entitled to retain possession of, use, sell or dispose of such property as agent for and at the expense of the Buyer and apply the proceeds in and towards the payment of such sums on 28 days' notice in Writing to the Buyer. On accounting to the Buyer for any balance remaining after payment of any sums due to the Seller and the costs of sale or disposal, the Seller shall be discharged of any liability whatsoever in respect of the Buyer's property.

5. **QUOTATIONS AND PRICE**

5.1 The Seller's quotations are estimated and valid on the date of quotation and are provisional in so far as they are subject to alteration by reference to any changes in the price of raw materials, any item to be acquired by the Seller from a third party, rates of wages, other costs of production, the conditions of the Site for the provision of the Services and any other circumstances beyond the Seller's control taking place between the date of the quotation and the Buyer's placing of an Order in respect thereof. For the avoidance of any doubt, prices are subject to correction in the event of errors or omissions.

5.2 The Seller shall be entitled to adjust the Contract price of the Goods and/or Services whether before or after the making of the Contract in the event of any variation in the cost to the Seller of supplying the same or any part thereof caused by:

5.2.1 any increase in the cost of materials or services required by the Seller for the completion of the Contract; or

5.2.2 any increase in wages or production and manufacturing costs, taxes, duties and other overheads; or

5.2.3 any other reason whatsoever beyond the control of the Seller including (but without prejudice to the generality of the foregoing) fluctuations in exchange rates between monetary currencies the action of any government or any other authority or any labour problems.

5.3 The Seller shall be entitled to adjust the Contract price of the Goods and/or Services whether before or after the making of the Contract if the Seller becomes aware of facts or circumstances which give rise to the need for the Seller to supply additional Goods and/or Services which shall be dealt with in accordance with Condition 12.

5.4 Unless otherwise stated, the price set out in the Seller's quotation shall be exclusive of any value added tax, insurance, packaging, cost of carriage to the contracted place of delivery, cost of off-loading and installation of the Goods (which for the avoidance of doubt shall be at the Buyer's sole risk and expense) and any additional charges incurred by the Seller including but not being limited to congestion charges, parking charges, local authority licences and charges for skip and plant hire.

5.5 Samples submitted to the Buyer will be payable by the Buyer unless returned to the Seller, carriage paid, within 1 month from the date of despatch. In instances where the Seller is working from a new pattern or design, the Seller may submit samples for approval by the Buyer before manufacturing most of the Order which will only be commenced on receipt of such approval in Writing.

5.6 The Seller's quotation assumes reasonable digging conditions for the installation of the Goods and the provision of the Services and assumes that there are no Hazards in the area to be excavated. The Seller reserves the right to carry out a Site survey at the expense of Buyer upon the Buyer placing an Order and if the survey shows any Hazards the Seller shall advise the Buyer in writing of the nature of these and notify the Buyer of any additional charge payable to the Seller by the Buyer. The Seller's judgment of any Hazards is only a guide and the Buyer remains liable for the repair and/or movement of the Hazards.

5.7 The Buyer may request that the Seller carry out additional work to rectify any Hazards. The Seller is entitled to refuse such additional work. If the Seller accepts such additional work the Seller shall provide the Buyer with an estimate which the Buyer acknowledges may alter once the Seller provides it with a revised quotation. If the Buyer is unable to meet the cost(s) quoted by the Seller, the Seller reserves the right to withdraw from the Site and to enforce payment for completion of the Services.

5.8 The Seller's quotation assumes normal working hours of 8.00am to 6.00pm (excluding weekends) and the Seller reserves the right to increase the Contract price if work outside of these hours is required.

5.9 The Buyer warrants that all information supplied to Seller is complete and accurate and the Seller reserves the right to amend the quotation and/or the Contract price or terminate the Contract in the event of any breach of this warranty.

6. **DELIVERY**

6.1 Delivery of Goods shall be deemed to be effected by the Seller, (a) where Goods are delivered by the Seller, when the same arrive prior to unloading at the Site or at the nearest accessible road point to such Site, (b) where Goods are delivered by an independent carrier, at the time of loading onto the carrier's vehicle, (c) where Goods are collected by or on behalf of the Buyer by its servants or agents, when the same are collected or (d) in the case of Services shall be deemed to be delivered at the time of completion by the Seller of the Services.

6.2 Whilst the Seller will make every reasonable effort to complete the Contract by the estimated date of delivery as notified to the Buyer by the Seller following acknowledgement of the Order, such date or dates shall only constitute the times by which the Seller expects to effect such delivery and if no time is agreed delivery and/or provision will be within a reasonable time but the time for performance of the Contract by the Seller shall not be of the essence of the Contract, the Seller's failure to so deliver and/or provide by the due date(s) shall not constitute a breach of Contract and the Seller shall not in any circumstances be responsible for any direct or consequential loss or damage of any kind whatsoever.

6.3 The Buyer shall ensure that, where Goods and/or Services are to be delivered by the Seller and/or its servants or agents, full and adequate access to the place of delivery and sufficient unloading facilities are provided so that the Seller and/or its servants or agents may complete the delivery and perform the Services.

6.4 Neither of the parties shall be responsible to the other for any delay in performance or non-performance due to any causes beyond the reasonable control of the parties, but the affected party shall promptly upon the occurrence of any such cause so inform the other party in Writing, stating that such cause has delayed or prevented its performance under the Contract and thereafter such party shall take all action within its power to comply with the terms of the Contract as fully and promptly as possible.

6.5 If the Buyer fails to take delivery of the Goods for any reason, the Buyer shall pay the Seller for any redelivery required by the Buyer.

6.6 The Seller reserves the right to refuse to deliver the Goods outside the UK. Where the Goods are to be transported via sea transit the Seller and the Buyer agree that the Seller is not required to serve on the Buyer such notice as provided for in section 32(3) of the Sale of Goods Act 1979.

6.7 All pallets, crates, wheels, and other packaging specified as returnable will be charged for and credited if not returned within 28 days. In the event of a dispute such packaging shall be deemed to have not been returned unless the Buyer is able to provide a signed acknowledgement of receipt by the Seller.

7. **QUANTITIES AND INSTALMENTS**

7.1 Where Goods are delivered and/or Services are provided by instalments each instalment shall be deemed to be sold under a separate Contract and the party in default in respect of any instalment shall be liable accordingly, but no default in respect of any one instalment shall affect due performance of the Contract as regards other instalments.

7.2 If Goods and/or Services are to be delivered in instalments, the Seller shall be entitled to invoice each instalment as and when delivery and/or provision is made and payment for all delivered and/or Services provided by instalments shall be due notwithstanding non-delivery and/or non- provision of other instalments or other default by the Seller. Failure by the Buyer to make payment by the due date for any one instalment for whatever reason shall entitle the Seller to suspend deliveries of the Goods and/or provision of Services under the Contract but without prejudice to any other right the Buyer may have under any of the other provisions of these Conditions.

7.3 The Contract shall be deemed to have been fulfilled by delivery of a quantity within 10% either way of the quantity ordered, and the Buyer shall pay the price of the Goods received.

8. **SUSPENSION AND CANCELLATION**

8.1 If the Buyer requires cancellation of the Contract this will only be accepted at the sole discretion of the Seller and unless otherwise agreed in Writing only upon condition that any costs, charges, or expenses (both direct and consequential) incurred by the Seller up to the date of cancellation and the value of all loss or damage (both direct and consequential) incurred by the Seller by reason of such cancellation will be reimbursed by the Buyer to the Seller forthwith. Acceptance by the Seller of any cancellation by the Buyer will only be binding upon the Seller if it is made in Writing.

8.2 The Seller shall suspend the performance of the Contract on receipt of a request in Writing from the Buyer but shall only do so for a period not exceeding 28 days and the Buyer shall reimburse the Seller for all storage charges and other additional costs the Seller incurs thereby, and such costs shall be added to and form part of the price for the Goods. If such suspension shall continue for a period of more than 28 days, then the Seller may terminate the Contract and the rights and liabilities of the parties shall be the same as if the Contract had been cancelled in accordance with the provisions of Condition 8.1. Any dates for performance by the Seller of any of its obligations under the Contract shall be extended for a period equal to any period of suspension in accordance with this Condition 8.2.

9. **TERMS OF PAYMENT**

9.1 Save where the Seller has otherwise agreed in Writing payment of the price of the Goods and/or Services is due 30 days from the date on which the Goods and/or Services were delivered or deemed to be delivered and the time for payment shall be of the essence.

9.2 No payments shall be deemed to have been received until the Seller has received cleared funds. All payments payable to the Seller under the Contract shall become due immediately on termination of this Contract despite any other provision.

9.3 The Buyer shall not be entitled to withhold payment of any amount due to the Seller by reason of any disputed claim by the Buyer in connection with the Contract nor shall the Buyer be entitled to set off against any amount payable under the Contract to the Seller any amount which is not then due and payable by the Seller or for which the Seller disputes liability.

9.4 If the Buyer fails to pay the Seller any sum due pursuant to the Contract by the due date the Buyer will be liable to pay interest to the Seller on such sum from the due date for payment at the annual rate of 4% above the base lending rate of National Westminster Bank plc, accurate daily until payment is made, whether before or after any judgement. The Seller is also entitled to levy an additional charge which may be incurred by the Seller because of the Seller pursuing the Buyer for payment.

9.5 The Seller may suspend or close the credit account with the Buyer immediately if the Buyer fails to comply with the terms and conditions relevant to its credit account.

9.6 If the Buyer pays all or part of its credit account with a cheque and the cheque is dishonoured, the Seller reserves the right to debit the Buyer's credit account with any charge levied by the Seller's bankers and/or any other third party in respect to the handling of the dishonoured cheque.

9.7 Where the Seller agrees for the Buyer to pay for the Goods and/or Services by instalments, any delay or default in making payment of one (or more) instalment(s), will render all remaining instalments due immediately and payable together with interest in accordance with Condition 9.4.

10. **INSTALLATION, MAINTENANCE AND/OR PROVISION OF SERVICES**

10.1 When the Contract includes provision of Services by the Seller, the Seller will supply all necessary personnel and tools for the provision of the Services according to the details specified in its quotation.

10.2 Where Services are to be provided under Condition 10.1, unless otherwise agreed the Buyer will be responsible for (as appropriate):

10.2.1 all necessary preparation of the Site including, but not being limited to, all work to buildings, foundations, supporting structures and fixing points;

10.2.2 the proper unloading, safe-keeping and insurance of the Goods from the time of delivery;

10.2.3 the provision of scaffolding, lifting and any other equipment (excluding tools) to allow or assist the Seller to provide the Services;

10.2.4 any other matter not included in the Seller's quotation but required to enable the Seller to provide the Services;

10.2.5 giving the Seller access to and possession of the Site at such time and in such state as may enable it to complete the provision of the Services within any agreed time limit;

10.2.6 the removal of all debris and surplus materials from the Site at its sole cost and expense.

10.3 The Buyer acknowledges that the Seller may not be able to perform the Services unless the Buyer has complied with its obligations under Condition 10.2. If the Buyer fails to provide all or any of the items referred to in Condition 10.2 when the Seller reasonably requires them or to its reasonable satisfaction, then the Seller may in its discretion and at its sole option either arrange for the provision of such item or items as it may require and charge such expense as may be incurred in providing such item or items to the Buyer or invoke the provisions of Condition 10.4 below.

10.4 The Buyer acknowledges that the ability of the Seller to provide the Services is of primary importance to the Seller. In the event that the Seller is unable to provide the Services at the time and/or on the dates agreed between the parties due to the failure of the Buyer to comply with any of its obligations under Condition 10.2, without prejudice to any other right or remedy the Seller may have for failure by the Buyer to take delivery of the Services under the Contract, the Buyer agrees to pay to the Seller a sum to be determined by the Seller acting reasonably and with reference to its standard rates charged for the provision of services similar or identical to the Services by way of compensation for each day or part of a day by which the Seller is prevented from providing the Services, subject to a maximum of the Contract price.

11. **BUYER'S WARRANTIES**

11.1 The Buyer warrants that:

11.1.1 where the Goods are to be installed and/or the Services are to be performed in or at the premises of any third party it has full and proper authority for the Seller to enter the premises of that third party to install the Goods and/or perform the Services and undertakes with the Seller to inform it forthwith in the event of any suspension or termination of that authority;

11.1.2 the installation of the Goods and/or the provision of the Services will not contravene any statutory provisions, for the avoidance of doubt including, but not limited to, relevant Highways legislation and will not infringe any third party rights;

11.1.3 it has obtained all relevant licences and consents to allow for the Seller to perform the Services and it has complied with all requirements applicable to the Goods;

11.1.4 it has carried out a full inspection of the areas on which the Seller is performing the Services and has arranged for the preparation where appropriate of all necessary risk assessments, method statements and relevant drawings, including, but not limited to, underground service drawings;

11.1.5 it has taken all reasonable precautions to procure that all areas on which the Seller is performing the Services are safe and without risk to health;

11.1.6 it has made such enquiries as are reasonable to ensure that all areas on which the Seller is performing the Services are free from latent defects and agrees to full indemnify the Seller against all and any claims which arise from any subsequent discovery of a latent defect on such area;

11.1.7 it will enable the Seller to deliver the Goods and/or perform the Services on such date as required by the Seller and time shall be of the essence in this regard;

11.1.8 it has assessed the Goods in relation to it's requirements and determined that the Goods are suitable and fit for the purposes the Buyer intends;

11.1.9 the installation, use and operation of the Goods comply, both before and after installation and during operation, with all relevant legislation including but not being limited to health and safety legislation;

11.1.10 Where the Buyer provides any piece or pieces of equipment for the installation and/or operation of the Goods or which is ancillary to and/or for use in connection with the Goods, the use of such piece or pieces of equipment is fit for purpose and does not adversely affect the suitability or fitness for purpose of the Goods.

11.1.11 it will comply and has complied with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including but not limited to the Modern Slavery Act 2015;

11.2 The Buyer shall indemnify and hold the Seller and its officers, directors, employees, and agents harmless against any claims, demands, liability, direct loss and/or damage including legal fees, arising from:

11.2.1 any misrepresentation and/or breach by the Buyer of the warranties contained in Condition 11; and/or

11.2.2 without prejudice to the foregoing any breach by the Buyer of any of these Conditions.

12. **ADDITIONAL GOODS/SERVICES**

12.1 Where the Buyer requires Goods and/or Services to be provided in addition to those set out in the Contract but as a part of the Contract, the Buyer shall place an Order in Writing therefore and upon acceptance in Writing by the Seller of such Order the provisions of these Conditions shall apply to those additional Goods and/or Services.

13. **SELLER'S WARRANTY**

13.1 Subject to any warranty stated in the Order the Seller shall make good by replacement or, at its option, repair any failure (fair wear and tear excepted) in the Goods and/or Services which, under conditions of proper use and maintenance, results from defects in the Seller's manufacture, design, materials, or workmanship and which appears not later than 12 months after the Date of Delivery or after the date on which the provision of the Services is completed.

13.2 Notwithstanding the provisions of Condition 13.1, in the case of a claim falling within Condition 13.1, the Seller reserves the right at its sole discretion to credit the Buyer the price paid by the Buyer to the Seller.

13.2 In those circumstances where the Seller elects to provide a refund or debit any credit account of the Buyer pursuant to Condition 13.2, the Buyer hereby acknowledges and agrees that unless otherwise agreed in Writing by the Seller, it shall be solely responsible for the safe removal (including any deinstallation) and disposal of any defective Goods and/or goods provided as part of the Services (including any and all costs and/or expenses associated therewith) and undertakes that it shall comply with the written or oral instructions given by the Seller from time to time in this regard or (if there are none) any relevant laws and good trade practice. The Buyer shall make good any damage caused to its premises, or that of any third party, in connection with the removal and/or disposal of defective Goods and/or goods provided as part of the Services and shall indemnify and keep indemnified the Seller against all liabilities, costs, expenses, damages and losses suffered or incurred by the Seller arising out of or in connection with such removal or disposal.

13.4 The Seller's liability under this Condition shall automatically cease if:

13.4.1 the Buyer shall not have paid for all Goods supplied and/or Services provided under any Contract by the due date or is otherwise in breach of this or any other contract made with the Seller; or

13.4.2 the Seller or its servants or agents are denied full and free right of access to the allegedly defective Goods and/or Services or the Buyer has not properly kept, used and maintained the Goods strictly in accordance with the manufacturer's or the Seller's instructions (if any); or

13.4.3 the defect or failure is caused by wilful damage, interference, dirt, neglect, misuse, accident or abnormal working conditions or continued use after a defect has become apparent; or

13.4.4 the defect or failure is caused by defective, maintenance or incorrect installation of the Goods by an agent or contractor of the Buyer; or

13.4.5 the defect or failure is caused by wear and tear; or

13.4.6 the Buyer has failed to notify the Seller in Writing of any loss, defect or suspected defect within 3 days of the Date of Delivery; or

13.4.7 if such defect or failure arises as a result of any inaccurate or incomplete information or details supplied by the Buyer or in any defect or inaccuracy in any design, plattens, equipment or other property of the Buyer; or

13..4.8 the Buyer has modified the Goods in any way.

13.5 The warranty set out in Condition 13.1 shall be in lieu of any warranties conditions or undertakings whether express or implied by statute, common law or otherwise howsoever which warranties, conditions and undertakings are hereby expressly excluded, except that such exclusions will not apply to:

13.5.1 any implied condition that the Seller has or will have the right to sell the Goods when the property is to pass; or

13.5.2 when the Buyer deals as a consumer (as defined in section 12 Unfair Contract Terms Act 1977), any implied term relating to the conformity of the goods with their description or sample or as to their quality or fitness for a particular purpose.

13.6 The Seller's responsibility is limited to the terms of the foregoing provisions of this Condition and (except in respect of death or personal injury resulting from the negligence of the Seller, its servants or agents) the Seller shall not be liable for any claim for direct or indirect consequential or incidental loss, injury, delay, expense or damage of any kind whatsoever and howsoever caused (including but not limited to loss of profit) made by the Buyer or any third party against the Seller arising out of or in connection with any defect in the Goods and/or Services whether or not such defect is directly or indirectly wholly or in part caused by the act, omission, default or negligence of the Seller, its servants or agents and whether or not such defect amounts to a breach of a fundamental term or a primary obligation of the Contract or a fundamental breach thereof.

13.7 Subject to clause 13.6, the Seller's total liability to the Buyer in respect of all losses (insofar as they are not excluded pursuant to clause 13.6) arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid for the Goods and/or Services to which the Contract relates.

13.8 Any Goods that are designed for access control purposes are designed to deter unauthorised access. For the avoidance of any doubt, the Seller gives no warranty that the Goods or installation thereof will prevent authorised access and the Seller shall not be held liable for any loss or damage howsoever arising as a result of unauthorised access to the Buyer's property by any third party whether a trespasser or otherwise or unauthorised interference with the Goods.

13.9 The Buyer acknowledges and agrees that some goods supplied by the Seller which are made of wood have been machine finished and pressure treated for long life. As a result, the wood has a moisture content which under certain conditions, including but not being limited to sun, air and earth, will periodically shrink and expand and cause stress cracks in line with the grain.
The Seller guarantees that any pressure treated timber which rots or has fungal decay within 10 years of the Date of Delivery will be replaced on an ex works basis provided that the Buyer returns the defective timber to the Seller at the Buyer's own cost.

13.10 The Seller does not warrant that any two items supplied by it will be identical in colour and the Buyer acknowledges that it shall have no recourse against the Seller in this regard unless the differential in colour (when originally stated to be the same by the Seller) is material.

14. **GOODS AND MATERIALS MANUFACTURED BY THIRD PARTIES**

14.1 Where the Goods which are the subject of the Contract are not manufactured by the Seller and are delivered direct to the Buyer or collected by or on behalf of the Buyer from the manufacturer or other third party, the Seller shall not be liable for any loss or damage to such Goods whatsoever or whensoever occurring.

15. **TITLE TO GOODS**

15.1 Until payment in full of all monies due and owing by the Buyer to the Seller on any account whatsoever has been received full legal and beneficial ownership of the Goods shall be retained by the Seller notwithstanding that the risk in the same shall pass to the Buyer at the time of delivery.

15.2 Until title to the Goods has passed from the Seller to the Buyer, the Buyer shall:

15.2.1 Store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property;

15.2.2 not remove, deface or obscure any identifying mark on or relating the Goods that clearly identify them as belonging to the Seller;

15.2.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the Date of Delivery;

15.2.4 notify the Seller immediately if it becomes subject to any of the events listed in clause 15.5; and give the Seller such information relating to the Goods as the Seller may require from time to time

15.3 Subject to Conditions 15.4 and 15.5, the Buyer shall be at liberty to sell the Goods supplied in trust to pay to the Seller such sums to which it is entitled under the provisions of the Contract provided that the sums due to the Seller shall be kept separate from any moneys of the Buyer and/or any third party; any sale shall be effected in the ordinary course of the Buyer's business at full market value; and any such sale shall be a sale of the Seller's property on the Buyer's own behalf and the Buyer should deal as principal when making such a sale. Notwithstanding the provisions of this Condition 15.3, the Buyer may retain from the proceeds of such sale any sum in excess of the sum or sums to which the Seller is entitled under the Contract or any other Contract between the Seller and the Buyer.

15.4 The Seller may at any time revoke the Buyer's conditional power of sale contained in Condition 15.3 by giving 24 hours' prior notice in Writing of such revocation and without notice in the event of the Buyer being in default for longer than 14 days in the payment of any sum whatsoever due to the Seller from the Buyer (whether in respect of the Goods and/or Services which are the subject of the Contract or in respect of any other Contract between the Seller and the Buyer) or if the Seller has bona fide doubts as to the solvency of the Buyer.

15.5 The Buyer's right of possession of the Goods and conditional power of sale contained in Condition 15.3 shall automatically cease if:

15.5.1 a receiver or administrative receiver is appointed over the whole or any part of the assets or the undertaking of the Buyer or a winding up order is made against the Buyer or the Buyer goes into voluntary liquidation (except solely for the purpose of reconstruction or amalgamation) or calls a meeting or makes any arrangement with its creditors or becomes subject to an administration order or commits any act of bankruptcy; or

15.5.2 the Buyer pledges or in any way charges by way of security for indebtedness the whole or any part of the Goods.

15.6 Should the Contract require the installation of the Goods at or in the premises of any third party, the Buyer shall notify the third party before installation begins of the terms of this Condition 15 and obtain the acknowledgement in Writing of the third party (sending a copy thereof to the Seller) that the third party has noted the terms of this Condition 15 and concedes the rights of the Seller under it as if the Contract was made by the third party directly with the Seller.

15.7 The Seller will have the right to maintain an action against the Buyer for the price of the Goods notwithstanding that property in the Goods has not passed.

15.8 The Buyer grants the Seller, its agents, and employees an irrevocable licence at any time to enter the premises where the Goods are or may be stored with or without vehicles in order to recover them. where the Buyer's right to possession has terminated On termination of the Contract, howsoever caused, the Seller's (but not the Buyer's) rights contained in this Condition 15 shall remain in effect.

16. **RISK AND INSURANCE**

16.1 The risk in the Goods and Services shall pass to the Buyer at the time of delivery as provided for in Condition 6. The Services shall be deemed to be delivered at the time of completion by the Seller of the Services.

16.2 Notwithstanding the reservation of title contained in Condition 15, the Buyer shall insure the Goods and/or any products made wholly or partly therefrom and/or all areas on which the Services are being rendered for the full amount of the price payable under the Contract with an insurance office of repute from the time of delivery of the Goods until the date title in the Goods passes to the Buyer pursuant to Condition 15.1 or practical completion of the Services has taken place and procure that the interest of the Seller as the owner of the Goods and/or performer of the Services is noted on the policy of such insurance and produce such policy to the Seller for inspection on demand.

17. **HEALTH AND SAFETY AT WORK (ETC) ACT 1974**

17.1 The attention of the Buyer is drawn to the provisions of section 6 Health and Safety At Work (Etc) Act 1974. The Seller will make available upon request information on the design, construction, and installation of its products to ensure that, as far as is reasonably practicable, they are safe and without risk to health. It is the responsibility of the Buyer to take such steps as are necessary to ensure that such information relevant to the Goods and/or the Services which is appropriate is made available to its servants, agents, or any person to whom the Buyer supplies them and to any other person to whom the Buyer reasonably considers any such information should be given.

18. **FORCE MAJEURE**

18.1 The Seller reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, provided that, if the event in question continues for a continuous period in excess of 30 days, the Buyer shall be entitled to give written notice to the Seller to terminate the Contract.

19. **TERMINATION**

19.1 Without prejudice to any other rights or remedies which the parties may have, the Seller may at its option terminate the Contract and/or suspend the performance of the Contract if:

19.1.1 the Buyer commits a breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach;

19.1.2 the Buyer commits a breach of any of the terms of any other contract between the Buyer and the Seller (or any number of the Seller's group of companies) and (if such breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach;

19.1.3 the Buyer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits liability to pay its debts;

19.1.4 the Buyer has a bankruptcy order made against him or makes an arrangement or composition with its creditors, or otherwise take the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a company) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed over its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors , or a resolution is passed or a petition presented to any court for winding up of the Buyer or for the granting of an administration order in respect of the Buyer or any proceedings are commenced relation to the insolvency or possible insolvency of the Buyer; or

19.1.5 the Buyer ceases or threatens to cease to carry on its business; or

19.1.6 there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

19.2 On termination of the Contract for any reason the Buyer shall immediately pay to the Seller all of the Seller's outstanding unpaid invoices and interest and, in respect of Goods or Services supplied but for which no invoice has been submitted, the Seller shall submit an invoice, which shall be payable by the Buyer immediately on receipt.:

20. **GENERAL**

20.1 If at any time any one or more of the provisions or part thereof of these Conditions becomes or is invalid, illegal, or unenforceable in any respect under any law or is held by a court to be invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

20.2 These Conditions and each and every Contract made pursuant to them shall be governed by and construed in all respects in accordance with the laws of England and the Seller and the Buyer hereby agree to submit to the exclusive jurisdiction of the English Courts.

20.3 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. Notices shall be deemed to have been received:

20..3.1 if sent by pre-paid first-class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting);

20.3.2 if delivered by hand, on the day of delivery;

20.3.3 if sent by fax, on a working day prior to 4.00pm, at the time of transmission and otherwise on the next working day.

20.4 No waiver by the Seller of any breach of any provision of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision and the Seller shall not be prejudiced by any forbearance or indulgence granted by it to the Buyer.

20.5 The parties do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

20.6 The Seller may assign the Contract or any part of it to any person, firm or company. The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Seller.

20.7 The Seller reserves the right to subcontract any part of the Order or Contract.

20.8 The Buyer acknowledges and agrees that details of the Buyer's name, address and payment record may be submitted to a credit reference agency and personal data will be processed by and on behalf of the Seller.

20.9 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party