



Terms and Conditions

1. Letter of Intent

We shall be pleased to accept a Letter of Intent from you, in advance of acceptance by us of your order, on the following basis:

We shall prepare our builder's work drawings and schedules for the contract on the understanding that if for any reason the contract does not proceed, then you will pay the nominal charge of £200.00 nett per lift for the preparation of such drawings.

2. Price and Price Adjustment

Please note that our price will be fixed (i.e not subject to price increases due to inflation) to the date stated in our quotation. Should we be unable to complete our installation work within this period, due to reasons outside our control, we may have to claim additional expense in accordance with the Lift and Escalator Industry Association (LEIA) formula, which is an accurate method of calculating inflationary increases based on Government figures reported to us each month.

3. Terms of Payment

When you place your order with us we will request a payment from you of 25% of your order value. This will cover the drawings we will provide for you and the materials we will need to order.

Following this, payment to us is to be made against our invoices in accordance with the following:

- a) A further 55% of the contract value payable on completion of manufacture and before materials are delivered to site. Please note that unless otherwise agreed we will require a minimum seven days notice to commence work on site following receipt of this payment. We are prepared to allow this payment to be made to an independent trustee, such as a Solicitor, for a nominal additional amount to cover administrative costs.
- b) A further 17½% of the contract payable against materials delivered to site and before installation commences.
- c) A balance of 2½% of the contract value is payable immediately upon completion of installation but prior to commissioning of the lift and handover to you or your representative. It will be necessary to leave the lift switched off and inoperative, until our 'Completion Notice' has been signed by you or your representative and all outstanding monies have been paid to us.



PLEASE NOTE: We are prepared to allow the final 75% (i.e the total of a), b) and c) above) to be paid to an independent trustee, such as a Solicitor, for a nominal additional amount to cover administrative costs. In this situation payment will be released to us against a signed copy of our 'Completion Notice'.

Terms of payment are strictly NETT unless a 2½% builder's discount is stated in our quotation. This will only be allowable provided payment is made to us within 17 days of the date of our invoice. Where payments are delayed beyond 17 days, interest at 2½% above current Base Rate, as advised by the National Westminster Bank PLC, shall become payable.

Payment for materials held off-site will immediately become due when manufacture has been completed to meet the contractual delivery date but where the site is not ready for us to commence work.

All materials whether on or off site, assembled or unassembled shall remain our property until the contract price has been paid to us in full, and we reserve the right to enter your premises to recover any equipment not paid for. Any remedial work necessary following removal of our equipment and any associated costs will not, in these circumstances, be our responsibility.

Should any monies be outstanding to us or to any other Company within the Stannah Group of Companies beyond an agreed date of payment that Stannah Lifts Service Limited (or any other company within the Group) shall be at liberty to refuse to maintain, service, repair, inspect or attend the lift(s) installed, and you shall have no right of claim against us for any reason whatsoever as a result of such a refusal.

4. Value Added Tax

Please note that VAT is *not* included in our price but will be added to our invoices where appropriate.

5. Delivery

The date for delivery will be agreed between us following our acceptance of an order or firm instructions to proceed with manufacture.

Delivery to site on such date will be subject to all the following:

- a) We require your approval of our builder's work drawings and schedules by the date advised by us. Approval may also be given by your agent, such as your builder or architect.
- b) Proper completion of all builder's work in accordance with our drawings and schedules.
- c) Receipt of all payments due.
- d) That our installation work can commence on site immediately following delivery of the materials.
- e) Seven days written notice to commence work on site.
- f) Should the delivery, installation or completion be delayed by strikes, lock-outs, fire, floods, accidents, lightning, unavailability of labour or materials, the unfit condition of the site or structure to receive the work, or from any other cause whatsoever beyond our control, an extension of time shall be allowed for such delays.



- g) Notwithstanding anything contained herein, care and protection for our materials, plant and tools become the sole responsibility of the Purchaser at the time of delivery of the same to the installations site.
- h) If site storage is not available or if delivery is delayed owing to non-compliance with Clause 6 hereof, we will store the equipment off-site at our current rate of £45.00 NETT per lift per week, until delivery is possible.

6. Installation

- a) When all necessary builder's work is complete in accordance with our approved builder's work drawings and builder's work schedules (and subject to Clause 5 hereof), delivery of the lift equipment will be made and the commencement of installation will normally progress thereafter in one continuous process followed by final testing of the completed installation. The lift(s) will then become the unconditional responsibility of the Purchaser.
- b) Should our requirements relating to builder's work and attendances not be completed to our *reasonable* satisfaction and we are unable to commence work on site, a charge of £325.00 will become due to cover our abortive site visit. It will also be necessary to give us a further seven days notice to return to site after all outstanding work has been completed. However, if the outstanding works are of a relatively minor nature we are happy to remain on site until work is completed at a rate of £40.00 for each hour/part hour of delay.
- c) Clear, safe and uninterrupted access to the whole of the work must be provided at all times. It is also important that clear access is provided for all our materials, particularly the hydraulic ram and the guides.

Should be consider that safety on site is inadequate in areas specific to our work, we will advise you accordingly, and reserve the right to withdraw our labour from site following 24 hours notice to you to do so. We will require seven days notice to return to site following your advice that our safety requirements have been complied with.

Our contract period is to be extended to cover delays on site due to the operation of this Clause.

7. Damages

Damages for delay to be limited to a maximum of 1% of the sub-contract sum per week of delay, for a maximum period of 10 weeks.

8. Additional Work

Once your order has been placed and materials ordered, any variation orders will affect your programme requirements and increase the costs. Any additional works will however be the subject of a fair and reasonable quotation from us.

However, should it not be possible to provide you with a quotation we will be able to complete any additional work on a Daywork basis.



Daywork to be in accordance with the Lift and Escalator Industry Association's daywork rates current at the time the work is carried out, with the following percentage additions to cover overheads:

Labour	220%
Materials	100%
Plant	50%

9. Builder's Work Drawings

We will prepare our builder's work drawings from information received from yourself or your representative. We do not accept responsibility for errors, omissions or discrepancies to our drawings which are the result of erroneous, or lack of, information received before, during or after preparation.

10. Liability

Under no circumstances shall we be liable for consequential damage of any nature.

We shall not be responsible after delivery and during installation for damage to goods supplied and work done by us, caused through fire, earthquake, floods, tempest, wilful damage or theft, or other causes not within our control.

We shall not be responsible for any claims against us in respect of delays in delivery and/or installation.

11. Operation Instructions

Immediately following completion of the lift installation either yourself or your representative must be available for a demonstration by a Stannah Lifts Limited representative of the following:

- i) Operation of Lift Installation
- ii) Lift Emergency Release Procedure

The location of the following items within the lift motor room will also be advised:

- iii) 'Emergency Release Procedure Instructions' notice.
- iv) Emergency Release Key
- v) 'Electric Shock Treatment' notice
- vi) Rubber Mat

12. Legal Construction

The Contract shall in all respects conform with English Law.

13. Guarantee

Our materials and workmanship are guaranteed for a period of 12 months from completion of installation and handover to you subject only to a small number of conditions. A separate Guarantee is provided and a copy is enclosed.

Formal amendment to Stannah Lifts Ltd standard terms and conditions.

Amendment A.1 01/05/00

Clause A.2 – Third Party Rights

A.2.1 No Third Party Rights will be allowed under this contract.

Clause A.3 – Retention

A.3.1 Monetary Retention will not be allowed. However where expressly agreed by us we can provide a Retention Guarantee in accordance with the Lift and Escalator Industry Association (LEIA) Contract Guarantee Scheme, details of which will be provided following receipt of your order or instruction to proceed.