

**NP STRUCTURES LTD TERMS & CONDITIONS**  
**For Construction & Engineering Works**

DOC REF – T&CEW-V1-11210

**1. DEFINITIONS**

In these Conditions:

"**Contract**" means the contract between the Client and the Contractor for the Works comprising the Quotation, Contractor and Client responsibilities for construction works, these Terms & Conditions, and the other documents specified in the Quotation;

"**Contractor**" means  
NP STRUCTURES LTD

"**Contract Price**" means the price payable by the Client to the Contractor for the Works, as shown in the Quotation, (and as varied in accordance with the Contract);

"**Client**" means the person named as such in the Quotation;

"**Quotation**" means the Contractor's signed Quotation referring to these Conditions;

"**Works**" means the works described in the Quotation.

**2. CONTRACT FORMATION**

Acceptance of the Contractor's Quotation by the Client constitutes the Contract for the Contractor to carry out the Works in accordance with these Terms & Conditions.

**3. GENERAL OBLIGATIONS**

3.1 The Contractor will exercise reasonable skill and care in the performance of the Works.

3.2 The Client is responsible for obtaining any planning permission required for the Works. The Contractor will be responsible for obtaining permits and licences needed in the course of the Works and the Client will give reasonable assistance as required by the Contractor. The cost of obtaining these permits and licences is not included in the Contract Price unless otherwise stated. Such permission to have been obtained prior to any works commencing so that there are no hold ups.

**4. ACCESS**

4.1 The Client will give the Contractor access to its premises as reasonably required by the Contractor to enable it to carry out and complete the Works without interference by the Client or by other contractors of the Client.

Clear delivery access to the worksite will be available, with enough workable area to build the structure and space for storage of component parts. Any access restrictions must be detailed by the Client at the point of order to allow sufficient time for necessary arrangements to be made.

4.2 Any delivery that is delayed accessing site or has to be turned away from site due to access restrictions that were not highlighted at the point of order and thus causing delay to the project will incur an additional charge equal to costs incurred.

4.3 The Client will be contacted prior to the start of the works to inform them of the arrival of the construction team.

4.4 If the works start date is changed by the Client less than 1 week before any previously agreed start date, NP structures cannot guarantee a new start date or any previous timescale for the duration of the works.

4.5 The construction team will have full access to the worksite during normal working hours throughout the duration of the project. Normal working hours are Mon – Fri 8am – 6pm  
Any restrictions or changes to working hours must be declared in writing at the point of order. Any delay to the project due to undeclared or unforeseen restrictions on working hours will incur extra cost.

4.6 Any site specific regulations that the construction team is required to work within must be supplied to NP Structures in writing prior to the construction team arriving on site and no later than 48 hours prior to the schedule works. If these are not declared and subsequent cost are incurred we reserve the right to charge costs equal to costs incurred.

4.7 It is the responsibility of the Client to ensure that the worksite is closed to General Access for the duration of the Works. If the site needs to be fenced or public need to be restrained from entering the construction site this will, be the responsibility of the customer. Any such fence or restraints will be in place prior to works commencing.

**5. SITE CONDITIONS**

5.1 The client will ensure that the site will be clear of all debris and obstructions and be in good workable condition prior to the construction team arriving on site.

5.2 The client will ensure that the site will be accessible to plant and machinery without difficulty and general working conditions under foot will be suitable for the task at hand.

5.3 It is the clients responsibility to ensure that the site is level within the tolerances required by the structure that is to be erected.

5.4 Poor site conditions include, but are not limited to, the following:  
Flooded work site (water should be running away from the site not standing)  
Poor ground conditions can include any condition which does not allow the contractor to carry out his work in a reasonable manner.  
Changes in underground conditions, e.g. concrete slabs, services, etc  
Newly laid earth

5.5 The Client is required to notify NP Structures of any underground or overhead services prior to the construction team arriving on site.  
Any delays or obstructions to the project caused by underground or overhead services that have not been previously highlighted will incur extra cost.  
NP Structures will not be responsible, for nor accept any claims for, damages or repairs to services that have not been clearly highlighted before the commencement of the project.

5.6 Any delay due to poor site conditions will be charged at £650.00 per day, or equal to costs incurred,

5.7 Once delivered to site it is the responsibility of the Client to ensure the security of all components against theft or damage.  
Any replacement materials needed for parts or materials lost, stolen or damaged whilst in the responsibility of the Client or any delay associated therewith will be charged at extra cost borne by the client.

5.8 Unless otherwise stated the Client will provide suitable welfare facilities for use by the construction team for the duration of the Works these include a toilet facility and hot and cold running water.

6. **PLANT HIRE.**
- 6.1 If outlined in the quotation the contractor will arrange and pay for the hire of plant and equipment necessary for the project. Any additional plant or equipment needed due to unforeseen site conditions or issues will be charged equal to costs incurred.
- 6.2 Suitable access must be provided by the Client for the delivery and use of plant and equipment whilst on site.
7. **GROUNDWORKS**
- 7.1 The contractor will carry out the ground works for the structure in accordance with the specification as detailed in the quotation.
- 7.2 The materials for the foundation will be supplied by either the client or contractor as detailed in the quotation. If supplied by the contractor the materials will be supplied in accordance with the project specification any additional materials required will be charged to the client at cost.
- 7.3 During the groundwork's phase any Costs incurred as a result of unforeseen site restrictions or conditions will be charged at £650.00 per day, or equal to costs incurred.
- 7.4 Unless otherwise stated in the quotation the client is responsible for removal of any spoils from site and will provide and pay for any skips or costs incurred for spoil removal. The contractor will stock pile or load into skips any spoils arising from the groundwork's.
- 7.5 Any hazardous materials found on site will be the sole responsibility of the client. Costs incurred to the contractor due to hazardous materials will be charged at £650.00 per day, or equal to costs incurred.
8. **ERRECTION OF THE STRUCTURE**
- 8.1 The contractor will erect and install the structure in accordance with the specification as detailed in the quotation.
- 8.2 The contractor cannot be held responsible for any delays to the works caused by issues beyond their control, e.g. poor weather conditions or any other unforeseen circumstances.
- 8.3 The contractor will endeavour to complete the project on time however will not incur any claim for direct, indirect or consequential loss incurred by the Client if the project is not completed on time.
9. **REINSTATEMENT OF FLOOR FINISHES**
- 9.1 Unless otherwise detailed in the quotation, no allowance has been made for the reinstating of any surfaces disturbed during the installation of the structure. It will be assumed that the existing surface is to be replaced or repaired by others on completion of the works.
- 9.2 Where no preference has been detailed by the Client, no claim will be accepted for surface repair or replacement once work has commenced on site.
10. **VARIATION**
- 10.1 If the Client wishes to omit or vary any of the Works (or any design or materials) he must inform the Contractor in writing before the works are completed who will, as soon as practicable, notify the Client of the estimated cost of the variation and the likely effect on the Contract period and Completion Date.
- 10.2 Unless the Client withdraws his request for a variation when he receives the Contractor's estimate, the Contract Price will be adjusted in accordance with the Contractor's quotation (or as otherwise agreed between the Client and the Contractor) and an appropriate extension of time for completion of the Works shall be agreed. If an appropriate amount of time cannot be agreed, the Contractor's decision will be final.
- 10.3 If a variation is made orally, either the Contractor or the Client will confirm it in writing within 24 hours.
- 10.4 The Contractor will notify the Client if it encounters any difficulties which it could not have reasonably foreseen when submitting the Quotation and in those circumstances, a fair and reasonable adjustment to the Contract Price and Contract period will be made.
- 10.5 The Contractor reserves the right not to comply with any requests for a variation which would increase the value of the Works by more than 25% of the original Contract Price, unless the client pays any costs associated with this variation and any delay reasonably expected in being able to accommodate this variation up front.
11. **CONTRACT PRICE & PAYMENT**
- 11.1 The Contract Price is stated in the Quotation and it may be varied in accordance with these Conditions.
- 11.2 The Client shall pay the Contractor the Contract Price in accordance with the payment terms in the Quotation. Unless otherwise stated in the Quotation, the Contractor will submit an invoice to the Client for any extra work carried out and materials purchased the invoice must be paid within 21 days of the invoice date.
- 11.3 If the Client disputes any part of an invoice and wishes to withhold any amount, he must notify the Contractor at least 14 days before the payment date with a statement setting out the amount(s) he proposes to withhold and the reasons. The undisputed parts of an invoice must be paid and any disputed amount will be dealt with under clause 15 (Disputes). Except as stated in this clause, the Client shall not withhold any money or set off any amount against invoices of the Contractor.
- 11.4 If the Client fails to pay any amount properly invoiced, the Contractor can give 24 hours notice to suspend work until the payment is received. Any period of suspension will entitle the Contractor to any additional costs he incurs as well as an extension of time for completion of the Works.
- 11.5 Late payment entitles the Contractor to interest at the statutory rate of interest under the Late Payment of Commercial Debts (Interest) Act 1999 from the due date until the date of actual payment.
- 11.6 Prices are quoted exclusive of VAT which will be added as appropriate and payable by the Client. The Contractor will issue a valid VAT invoice or receipt for each such amount.
12. **INSURANCE & LIABILITY**
- 12.1 The Contractor shall take out and maintain the following insurances (except as otherwise agreed or stated in the Quotation):
- Construction All Risks insurance for the full reinstatement value of the Works (unless the Works are in an existing building, when 2.3 will apply).
  - Public Liability Insurance for [£5,000,000].
  - Employer's Liability Insurance.
- 12.2 The Contractor will provide the Client upon request during the Contract period evidence that the insurances are in place.
- 12.3 Where the Works are to be carried out in an existing building, the Client will be responsible for insurance of the Works.
13. **DURATION, HANDOVER & LIABILITY**

- 13.1 The Contractor does not commit to a Start Date and End Date unless requested by the Client and shown in the Quotation.
- 13.2 The Contractor will notify the Client of becoming aware of any event beyond his control or otherwise which may prevent or delay completion of the Works by the Completion Date. The notice will specify the cause of the delay, the likely effect on the Completion Date and the Contractor's proposals for dealing with the matter. The Completion Date will then be extended as agreed by the parties or, failing agreement, decided under clause 15.
- 13.3 The Contractor will give the Client notice of its intention to hand over the Works and give the Client the opportunity to inspect the Works upon completion if the client fails to attend this inspection he shall forfeit this opportunity and any guarantees offered by the Contractor. The Contractor will then ask the client to sign a completion form issued by the contractors manager on site, when signed the site is handed back to the client.
- 13.4 The Contractor will be responsible for remedying defects in the Works which appear within 1 month from the date of handover and which are promptly notified to the Contractor by the Client who will give the Contractor full access to carry out any remedial works. Defects in design or materials supplied by the Client and defects attributable to fair wear and tear or to misuse or failure by the Client to comply with any operating or maintenance manuals will not be the responsibility of the Contractor.
- 13.5 Where equipment or materials used in the Works have the benefit of a manufacturer's warranty, the Contractor will take steps to procure that the Client has the benefit of that warranty. The Contractor will not be liable for any defect in the equipment or materials except to the extent that this is due to the Contractor's negligence.
- 13.6 Except for his liability to remedy any defect for which he is responsible and which are notified to him within 3 months of the handover date, the Contractor will have no liability to the Client, in contract or in tort, for any other direct, indirect or consequential loss incurred by the Client, including but not limited to loss of use or loss of profit.
- 13.7.1.1 Due to the nature of cladding structures with polyethylene or pvc we may from time to time cause minor damage to the covering while fixing to the structure, in this instant the client will accept that the contractor may repair the covering and warrant the repair for the life of the material.
- 13.7.1.2 Due to the nature of cladding structures with polyethylene or pvc the contractor cannot be liable for coverings that are fitted tight in the winter months then go loose when the temperature raises these must be re-tensioned as part of the structures general maintenance when the temperature raises.
- 14. TERMINATION**
- 14.1 The Contractor may give notice to terminate the Contract if the Client fails to make any payment to the Contractor within 14 days of the payment date or commits any other material breach of the Contract.
- 14.2 The Client may give notice to terminate the Contract if the Contractor commits a material breach and, in the case of a breach capable of remedy, fails to take steps to remedy the breach within 28 days of being requested to do so in writing.
- 14.3 Either party may terminate the Contract if the other party becomes insolvent or has a receiver, manager or administrative receiver or liquidator appointed.
- 14.4 Termination will not affect the accrued rights and liabilities of the parties at the termination date.
- 15. DISPUTES**
- 15.1 The parties will endeavour to settle any dispute or difference amicably by direct negotiation.
- 15.2 If they are unable to settle the dispute, it may be referred by either party to adjudication in accordance with the CEDR (Centre for Effective Dispute Resolution) Adjudication Rules. The decision of the adjudicator will be final and binding on the parties unless a notice of dissatisfaction is served by either party on the other within 28 days of the decision.
- 15.3 Any dispute that is not resolved by negotiation or adjudication will be finally settled by the courts of England and Wales.
- 15.4 The Contract is governed by the laws of England and Wales.
- 16. MATERIALS**
- 16.1 Where the Client provides materials to the Contractor free of charge, those materials shall remain the property of the Client and used solely in connection with the Contract. Any materials surplus to requirements shall be returned to the Client or disposed of at the Client's direction.
- 16.2 Client materials stored at the Client's property shall be insured by the Client and if lost or damaged while in the custody of the Client shall be replaced or made good at the Client's expense. Materials that are lost or damaged while in the custody of the Contractor shall be replaced or made good at the Contractor's expense.
- 17. GENERAL**
- 17.1 **Notices.** Every notice shall be in writing and delivered by hand or sent by first class post to the address of the recipient. A notice sent by post shall be treated as having been received two working days after posting. A notice delivered by hand shall be treated as having been received at the time of delivery unless this is after the normal working hours of the recipient, in which case delivery shall be treated as occurring at 9.00 a.m. on the next working day.
- 17.2 **Assignment.** Neither party will assign any of its rights or obligations under the Contract without the prior written consent of the other.
- 17.3 **Subcontracting** The Contractor can sublet all of the Works but Subcontracting will not relieve the Contractor of his obligations under the Contract.
- 17.4 **Entire Agreement.** The Quotation and these Conditions constitute the only agreement between the parties and supersede any previous arrangements, agreements or understandings relating to the Works.
- 17.5 **Amendment.** Any amendment to the terms of the Contract shall only be effective if in writing and signed by an authorised signatory of the Client and the Contractor.
- 17.6 **No Reliance on Warranties.** The Client acknowledges that he has not relied on and will have no remedy in respect of any statement, representation, warranty, or undertaking of any person (whether a party to this Agreement or not) other than is expressly set out in the Contract. However, nothing in this clause shall limit or exclude liability for fraud.
- 17.7 **Severance.** If any provision of the Contract becomes illegal or unenforceable, this shall not affect the legality or enforceability of any other provision of the Contract. In that situation the parties shall, where possible, use reasonable endeavours to agree an alternative provision(s) which is legally enforceable.
- 17.8 **Waiver.** The waiver by either party of a breach by the other in the performance of its obligations under the Contract shall not constitute a waiver of any default nor shall failure to complain of any default constitute a waiver of that default by the other.

COPYRIGHT NP STRUCTURES LTD