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Stannah

Terms and Conditions

for

Stannah Platform Lifts

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Stannah

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Terms and Conditions

1. Formation of the Contract

A contract between the parties shall only be formed when Stannah Lifts Ltd ('Stannah') accepts any Order, instruction or letter of intent from the Purchaser in writing. A written acceptance by Stannah shall constitute an unequivocal agreement by both parties to be bound by these terms and conditions. No other terms and conditions shall apply The Purchaser's terms and conditions are excluded from the agreement between the parties.

2. Definitions

The following words and phrases shall have the meanings set out below unless the context or specific clauses in this contract provide otherwise:-

Word or phrase	Meaning
'Adjudicator'	is the person nominated by an Adjudicator Nominating Body selected by Stannah in accordance with clause 25 of these terms and conditions.
Deposit	an amount of 25% of the contract price paid to Stannah by the Purchaser within 5 days of formation of this contract.
'Due Date for Payment'	the date on which Stannah's entitlement to payment becomes due under the contract.
'Final Date for Payment'	the date on which payment must be made by the Purchaser to Stannah.
'Purchaser'	the company, firm or person whose Order, instruction or letter of intent has been accepted by Stannah in writing.
'Stannah'	Stannah Lifts Ltd or, the lift contractor.
'contract documents'	Stannah's tender, including Builder's Work drawings approved by the Purchaser in writing, and/or specification and/or priced Bills of Quantities, any Order, instruction or letter of intent that has been accepted in writing by Stannah and these terms and conditions and the Schedule of Builders Work and or General Arrangement Drawings.
'the Works'	the supply, installation and commissioning of any lift including any component part all as described in the contract documents

	together with any variations made in accordance with this contract.
'Contract Price'	is the price agreed between the parties when the contract is formed for the supply, installation and commissioning of any lift.
'Adjusted Contract Price'	is the Contract Price plus the price payable by the Purchaser for any work or activity carried out by Stannah in relation to any lift together with any other sum Stannah is entitled to.

3. **Drawings**

i. If Stannah produces Builder's Work drawings and or General Arrangement drawings on the instructions of the Purchaser and no contract is subsequently formed, Stannah shall be entitled to payment by the Purchaser of the sum of £600 for each Builder's Work drawing and each Revision plus VAT, where applicable.

ii. The cost of a Builder's Work drawing is included within the contract price, and any revisions will be chargeable at a rate of £350 per revision.

iii. If a shaft dimensional check is agreed, it will be limited to basic dimensional checks and the Purchaser shall provide Stannah with free, uninterrupted and safe access to enable Stannah to carry out such checks which shall, if necessary, form the basis of a Schedule setting out the builder's work to be undertaken by the Purchaser prior to the installation of any lift. For the avoidance of doubt, the Purchaser shall at all times remain responsible for ensuring that the lift shaft, openings and other structural, building and construction requirements are fully compliant with Stannah's requests and/or builder's work details including, but not limited to, Stannah's Builder's Work Drawings and Schedule(s).

iv. In the event that the Purchaser's drawings are inaccurate and such inaccuracy causes a delay to Stannah, Stannah shall be entitled to an extension of time under clause 20 and to loss and expense and/or damages under clause 19.

4. **The Purchaser's Obligations**

i. The Purchaser shall at all times act in a fair and reasonable manner towards Stannah.

ii. Where agreed, the Purchaser shall provide Stannah with accurate drawings and in good time in order that Stannah may produce Builder's Work drawings

iii. If a shaft dimensional check is agreed, the Purchaser shall provide Stannah with free, uninterrupted and safe access to enable Stannah to carry out checks.

iv. The Purchaser shall carry out in a timely manner everything necessary in a good and workmanlike manner using materials of a satisfactory quality to facilitate and enable the proper installation of any lift. Where Stannah attends site prior to manufacture and or installation to take dimensions and/or to determine if the site is sufficiently ready for installation, it remains the absolute responsibility of the Purchaser to ensure that the lift shaft and all other aspects of Builders Work comply with the dimensions and other criteria set out on the Builders Work drawings notwithstanding that Stannah may not have detected and/or reported any breach of any of the Purchaser's obligations. The Purchaser acknowledges that the lift(s) being provided are model lift(s), and therefore not bespoke, and the lift well(s) must be constructed and/or altered to meet the requirements set out in this drawing. We reserve the right to inform you of any additional requirements to facilitate the installation of the lift(s). The risk and liability in the lift well remains the absolute responsibility of the Purchaser and not the lift contractor. For the avoidance of doubt, the Purchaser fully indemnifies Stannah for all and any losses, costs or damages that may arise as a result of failure by the Purchaser to comply in all aspects with the Stannah Builders Work drawings and/or schedules.

v. The Purchaser shall provide free of charge to Stannah all reasonable and necessary attendances and facilities to enable Stannah to be assisted to unload and store and to carry out and complete the Works on site in addition to those attendances and facilities set out in the contract documents.

vi. The Purchaser shall not commit any act that causes its Sub-Contractor to be in breach of a contract with any Sub-Sub-Contractor

5. **Stannah's Obligations**

i. Stannah shall carry out and complete the Works in accordance with the contract documents in a good and workmanlike manner using materials up to the standard required by the contract documents and of a satisfactory quality.

ii. Stannah shall at all times act in a fair and reasonable manner towards the Purchaser.

iii Stannah shall produce accurate Builder's Work drawings for the Purchaser and in good time. Based on those drawings provided by the Purchaser to Stannah.

6. **Manufacture**

The commencement of the manufacture of any lift is subject to the complete performance of the following conditions precedent:-

i. Where required the written approval by the Purchaser of Stannah's Builders' Work drawings and any revisions by the date notified by Stannah to the Purchaser in writing.

ii. Where required the written approval by the Purchaser of Stannah's Schedule of Finishes, Options and Variations by the date notified by Stannah to the Purchaser in writing.

iii. Receipt by Stannah of the agreed deposit of the contract price.

iv receipt by Stannah of the agreed stage payment upon drawing / design approval

v Thereafter, Stannah will commence and complete the manufacture of any lift. On completion of the manufacture of any lift, the Purchaser shall pay Stannah a further 25% of the contract price.

7. **Delivery**

The delivery to site or to such premises nominated by the Purchaser in writing of any manufactured lift, or any component part is subject to the complete performance of the following conditions precedent

i. the receipt by Stannah of a Start on Site Form (SOS Form) and or Site Ready Advice Note completed by the Purchaser.

ii. notification in writing by the Purchaser that all builder's work has been properly and fully completed.

iii. notification in writing that the lift or any part thereof shall be stored securely by the Purchaser

The Works on delivery to site shall in all respects be at the Purchaser's risk. For the avoidance of doubt, the Purchaser shall indemnify Stannah against all and any losses howsoever caused as a result of, including but not limited to: theft, damage, loss, wilful destruction, deterioration, increased handling costs and/or additional installation time etc.

8. **Installation**

Installation of the lift is subject to the complete performance of the following conditions precedent:

i. receipt by Stannah of a written notice from the Purchaser that the installation of any lift may be commenced within 14 – 21 days.

iv. the provision of clear, well lit, safe and uninterrupted access during the whole of the installation period.

iii A minimum notice period of two weeks is required where Stannah are prevented from continuing with the installation, and re-mobilisation of installation labour will be advised thereafter depending on labour availability. Any time under this clause will be added to the subcontract completion period.

9. **Commissioning**

i. It is a condition precedent that Stannah shall receive the balance of the contract price and or adjusted contract price before the testing, commissioning and handover of any lift.

ii. Following the installation of any lift, Stannah will carry out the commissioning in the presence of the Purchaser. Stannah will, on completion of testing and commissioning demonstrate the completed installation to the Purchaser.

v. Following the satisfactory performance of the above sub-clause, the Purchaser will sign and return to Stannah a Completion and Handover Certificate.

10. **Storage of materials**

i. Upon completion of the manufactured lift, Stannah will provide at its premises safe, secure and insured storage at its own risk for any lift or part thereof, until Stannah consider the site fully ready to take delivery and commence the installation of any lift, at a rate of £225 per week per lift until delivery to site is made.

ii. Any costs incurred by way of Clause 10 (i) shall be deemed to be a variation and shall be recoverable in the following Interim Payment in accordance with Clause 13.

iii. Any delay to the completion of the Works resulting from the above sub-clause shall be at the Purchaser's risk.

11. **Operation and Maintenance Manuals**

A relevant Operation and Maintenance Manual will be provided to the Purchaser on receipt by Stannah of the Completion and Handover Certificate referred to under clause 9 above.

12. **The Contract Price and the Adjusted Contract Price**

i. The Contract Price is a price exclusively related to the supply, installation and commissioning of any lift. The Purchaser and Stannah agree that, subject to the agreement of Stannah, the Works may be modified or varied by way of addition, changes in the standards, specifications and/or nature of the Works, the timing and/or sequence in which the Works are to be delivered; and such modification or variation shall not vitiate the Contract and shall form a part of the Adjusted Contract Price. The Adjusted Contract Price for any other activity carried out by Stannah for the Purchaser such as but not limited to the removal of a lift, the supply of scaffolding, painting of lift shafts, fire stopping within the lift shaft or general builders work shall be paid by the Purchaser as a condition precedent prior to the commencement of any such work.

ii. The prices quoted are based on materials and labour rates applicable at the date of the Quotation and shall be subject to adjustment in accordance with the Formula and Indices for Contract Price Adjustment (current edition), compiled by the Lift and Escalator Industry Association ("the Formula"). Alternatively, if specified in the Quotation, fixed prices are quoted on the understanding that the manufacture and installation will be completed within the period specified. Should completion be delayed for any reason beyond the control of the Lift Contractor, the Lift Contractor reserves the right to adjust the prices in accordance with the Formula.

iii. The Contract Price or Adjusted Contract Price shall be subject to further variation in respect of any additional costs arising by virtue of any statute, regulations or orders issued by any Government Department or other duly constituted authority

iv. Any adjustment or variation made in accordance with clauses 12.ii and 12.iii respectively may be invoiced immediately the amount of such adjustment and/or variation has been ascertained and shall be payable by the Purchaser forthwith on receipt by it of a notice from the Lift Contractor outlining the amount of the adjustment or variation as the case may be.

v. Stannah shall be entitled to Dayworks calculated in accordance with the Lift and Escalator Industry Association's Daywork Rates current at the time the work is carried out plus the percentage additions for overheads set out below:-
Labour 220%
Materials 100%
Plant 50%

vi. The Adjusted Contract Price shall be the sum referred to in clause 12i above and in the contract documents together with any other sums that become due under this Agreement.

13. **Payment**

i. The Purchaser shall pay Stannah the contract price and or adjusted contract price without any deductions or set-off and if the Purchaser fails to make payment in accordance with this Agreement will have committed a fundamental breach and the Purchaser will have been deemed to have determined the Contract.

ii. The Due Date for Payment of the 1st interim payment of 25% of the contract price plus any amount for variations completed and sums recoverable in accordance with Clauses 19 and 20 less any amount already paid by way of Interim Payment and/or Deposit shall be no later than 5 days after a contract has been formed in accordance with clause 1 or no later than 5 days from the date Stannah's first application for payment is made, whichever is the sooner.

iii. The Due Date for Payment of the 2nd interim payment of 75% of the contract price plus any amount for variations completed and sums recoverable in accordance with Clauses 19 and 20 less any amount already paid by way of Interim Payment and/or Deposit shall be no later than 5 days after an application for payment following approval of the Stannah builders' work drawing(s) and or agreement of the lift design of any lift and is, in any event, payable before manufacture of any lift

iv. The Due Date for Payment of the 3rd and final payment of the balance of 100% of the contract price plus any amount for variations completed and sums recoverable in accordance with Clauses 19 and 20 less any amount already paid by way of Interim Payment and/or Deposit shall be no later than 5 days after notification by Stannah that the manufacture of the Works has been completed.

v. Within five days after each Interim Payment is due, Stannah shall issue a written Payment Notice to the Purchaser specifying the sum that Stannah considers to be or have been due at the payment due date in respect of that payment and the basis on which the sum has been calculated.

vi. If the Purchaser intends to pay less than the sum stated as due in the Payment Notice he shall at least 5 days before the Final Date for Payment give written notice (a Pay Less Notice) to Stannah of his intention to do so. The Pay Less Notice shall specify the sum that the Purchaser considers to be due and the basis on which that sum has been calculated. Where a Pay Less Notice is given the payment to be made by the Final Date for Payment shall not be less than the amount stated as due in the Pay Less Notice.

vii. The Final Date for Payment of all payments shall be no more than 15 days from the Due Dates for Payment.

viii. Subject to any Pay Less Notice issued in accordance with Clause iv the sum paid by the Purchaser by the Final Date for Payment shall be the sum stated as due in the Payment Notice.

ix. It is a condition precedent that all payments must be received and cleared prior to delivery, manufacture, installation, test and handover of any lift

x. VAT, where applicable, will be added to the contract price.

xi. No retention will be deducted from the contract price, or any other sum due and payable under the contract.

xii. Stannah will charge the Purchaser simple interest on all late payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

xiii. The Purchaser is not entitled to deduct any discount unless the same appears within the contract documents.

xiv. The Purchaser shall comply in all respects with The Housing Grants, Construction and Regeneration Act 1996 as amended by The Local Democracy, Economic Development and Construction Act 2009.

xv. Stannah may at any time and in its absolute discretion require full payment of the contract price. In such a case the Due Date for Payment and the Final Date for Payment shall be the dates appearing on an application for payment

14. **Suspension**

If any payment has not been received in full by Stannah by the Final Date for Payment, then:-

i. Stannah may serve a notice of intention in writing on the Purchaser to suspend all work and the further performance of the contract and Stannah shall be entitled 7 days after the service of such a notice to suspend work and the further performance of the contract until such payment in full has been received by Stannah.

ii The Purchaser shall allow Stannah a reasonable period of time in which to re-commence performance of the sub-contract works after payment.

iii. The period of suspension shall not be a period of delay or a period of delay for which Stannah is responsible.

15. **Cancellation**

The Purchaser shall be liable for all damages, losses, expenses, including loss of profit from the date the Purchaser determines this contract or Stannah's employment under this contract.

16. **Defects Liability Period**

The Defects Liability Period shall be 12 months from the date commissioning of any lift is completed.

17. **Retention of Title**

i. All goods delivered to site for incorporation into the Works shall at all times remain the property of Stannah until payment in full has been received by Stannah.

ii. The Purchaser shall allow or arrange for Stannah to be allowed to enter the premises where the lift has been installed and not paid for in full to take back the lift and any component part at the discretion of Stannah to resell the goods. The risk in the goods shall pass to the Purchaser on delivery by Stannah or by a carrier nominated by Stannah of the goods or any component part of the goods.

18. **Variations**

i. The Purchaser acknowledges that any variation to the Works may have a time and cost implication.

ii. The value of variations shall be set out by Stannah in a lump sum quotation, which, if agreed, will be added to the contract price. If not agreed, Stannah will value the variation on a fair and reasonable basis and that value will be added to the contract price.

19. **Loss and/or Expense**

If the regular progress of the Works is either prolonged and/or disrupted and/or otherwise materially affected by any act, omission or default either on the part of the Purchaser (including those for whom the Purchaser is responsible) then Stannah shall notify the Purchaser in writing within a reasonable period of time of such matters and provide details of the direct loss and/or expense incurred by Stannah. The direct loss and/or expense incurred by Stannah shall be added to the contract price and shall be paid by the Purchaser to Stannah in the payment due to Stannah immediately following the notification referred to herein. This remedy is in addition to any other remedy available to Stannah under the terms of this contract.

20. **Extension of Time**

i. The Purchaser and Stannah shall carry out their respective duties and obligations under this Contract in accordance with the Contract Documents and the terms stated herein. If the preparation, performance or completion of the Works is delayed, disrupted, prevented or hindered by any event, circumstance or cause beyond Stannah's control then the period for the completion of the Works shall be extended by the same period of time as the period of delay, disruption or hindrance. Where the delay, disruption or hindrance has greater effect on the completion of the Works, then the period for completion of the Works shall be extended by such further time as in all the circumstances would be fair and reasonable. In all cases, upon receipt by the Purchaser of written application for an extension of time pursuant to this Contract, the Purchaser shall confirm same no later than 28 days from said receipt. Should the Purchaser fail to do so within the prescribed 28 day period, then the Purchaser shall be deemed to have agreed to the extension of time stated in Stannah's written notice and shall have no further entitlements whatsoever in this regard.

ii. Stannah shall use its reasonable endeavours to prevent delay to the progress of the Works.

iii. Where the Works are subject to an extension of time in accordance with this clause 20, then the provisions of clause 19 shall apply.

21. **Liquidated and Ascertained Damages**

Liquidated damages for any delay caused by Stannah shall be limited to 1% of the Contract Price of any lift in delay calculated per week for a maximum of 10 weeks. This shall be an exhaustive remedy for all time related delays. 'If the performance of the contract is delayed by the Purchaser for any reason then Stannah shall be entitled to claim for any loss and/or expense flowing from such delay available under the contract or at law.

22. **Limitations**

i. Upon the Works being delivered to site, then the responsibility for the protection, insurance and the cost of replacing any lost stolen or damaged part of the Works, shall pass to the Purchaser. During such a period title in the Works shall remain with Stannah until payment in full has been received.

ii. Where Stannah attends site prior to installation to take dimensions and/or to determine if the site is sufficiently ready for installation or testing, it remains the absolute responsibility of the Purchaser to design and construct the lift shaft to the dimensions set out on the Builders Work drawings notwithstanding that Stannah may not have detected and/or reported any breach of any of the Purchaser's obligations.

23. **Consequential Loss**

Under no circumstance shall Stannah be liable for consequential loss of any nature

24. **Notices**

i. Any notice or document may be served on the other party by any effective means.

ii. The effective means are a properly addressed, pre-paid notice served by first class post at the last known business address of the other party.

25. **Adjudication**

i. Either party may at any time refer any dispute arising out of or under this contract to adjudication in accordance with The Scheme for Construction Contracts (England and Wales) Regulations 1998 as amended by The Scheme for Construction Contracts (England and Wales) Regulations 1998 (Amendment) (England) Regulations 2011

ii. Any competent Adjudicator Nominating Body selected by Stannah shall be entitled to nominate an Adjudicator.

26. **Third Party Rights**

Nothing in this contract shall confer or purport to confer upon any third party any benefit or right against Stannah or the Purchaser.

27. **Law**

The law of England shall apply to this contract.

28. Assignment & Novation

Assignment

28.1 The benefits under this subcontract and/or any rights arising under it may be assigned by Stannah on two occasions including an assignment to other members of the same group of companies of which Stannah forms a part without the consent of the Purchaser on giving written notice to the Purchaser.

Novation

28.2 Stannah may invite the Purchaser to execute a Deed of Novation proposing the transfer of all its rights and obligations under the contract with the Purchaser to a third party or to other members of the same group of companies of which Stannah forms a part and the Purchaser shall not unreasonably withhold consent to the novation.

29. Guarantee

Stannah guarantees materials and workmanship for a period of 12 months from the date the Works are practically complete. The terms set out in the attached guarantee form part of these terms and conditions.