

## **Terms and Conditions for HygienaClad.**

### **Definition**

In these Terms and Conditions “HygienaClad” is referred to as “the Company” and the person / company signing the quotation or placing the order for materials and / or services referred to as “the Customer”

1. In the event that any proposed work by the Company is found not to be technically feasible by the Company or the works would leave the site in an unsafe condition, the Company reserves the right to cancel any agreement and withdraw from undertaking the works at no cost to the Company and no consequential loss will be accepted. If the Company has incurred any legitimate expense in preparing to undertake the works then the Customer accepts that the Company is entitled to reclaim these costs.
2. The Company will always recommend the correct method of undertaking a job, if this is not accepted by the customer then the company will seek professional advice from its suppliers. The customer and the company are then bound to either accept the advice of the supplier (including any associated costs) or both parties seek independent arbitration. The result of the arbitration is binding on both parties. See Clause 15.
3. If during the works undertaken by the Company, additional faults are found within the customer’s premises that the customer had prior knowledge of before quotation by the Company or any agreement between the Company and the Customer. The Customer shall be liable for all cost for the additional remedial works to be carried out by the Company. As a fair policy the Customer is entitled to obtain three additional quotes as well as the Company and the Company will undertake the works for the average of the four quotes. If the quotes differ significantly (more than 20%) then arbitration will be sought. The Company shall notify the Customer and submit costs for rectification and seek agreement before work commences unless the aforementioned faults leave third parties in a dangerous situation or in a risk of flooding / Health & Safety issues.
4. Work will be carried out in accordance with the accepted quotation (subject to Clause 27) and the Customer must agree any additional work requested by the Company before any additional work commences or completion of an addition works request form signed by the site manager (Form HCD\_SA\_01). If additional works are required and the Company cannot contact the Customer (all reasonable methods will be undertaken to contact the Customer) then the Customer agrees that up to 10% of the total order placement made be undertaken without additional authorisation. Please note: the Company will only undertake the additional works without authorisation when the works are scheduled and must be completed due to the working environment or Health and Safety is at stake. – This will normally only apply to the following types of premises Emergency Services / Public buildings / Health institutions (Trusts / Doctors / Dentist / Surgeries) etc or where it has been made clear that the area of works must be handed back at a particular time.
5. Waiting time: the Company accepts that where the job is a building site or has been designated properly as a site that site induction will take place. The Company only accepts up to a maximum of 1 hour for site induction on the first day. If site induction takes longer than 1 hour then the Company will charge per complete hour that its not able to carry out the designated works, unless this is agreed between the Customer and the Company at tender or order placement. If the Company cannot start works at the designated time due to preliminary works not completed by the Customer or cannot gain access then the Company reserves the right to charge per hour waiting time (£50.00 ex. VAT), if the waiting time exceeds 4 hours then a fixed charge of £400.00 ex. VAT will be applied for the whole day and the Company operatives will have the option to leave the site.
6. Services - Electrical: The Company requires that the Customer provides either a 32A 110V output within 20m of the works to be carried out when site conditions are present, for non site conditions then the customer will provide a 240V 13A supply within 20m of the works. If electricity is not available at any point during the job then the job will be deemed “Not technically feasible” and Clause 1 and 5 will apply. *Please Note this clause will not apply if the lack of electricity is due to an electrical generation fault (Power cut) or if the Company has been informed that a suitable electricity supply will not be available prior to quotation.* If the Company is informed after quotation and/or order placement then the Company will advise on the additional costs prior to work commencing and the Customer to provide order coverage (payment) prior to works commencing.
7. Services - Light: The Company requires that the Customer provide sufficient lighting to enable the works to be carried out safely (Festoon lighting is not sufficient). If existing lighting is on timers then it must be overridden prior to commencement of works. If lighting is not available at any point during the job then the job will be deemed “Not technically feasible” and Clause 1 and 5 will apply. If sufficient light is not provided then the Company will charge £75.00 exc. VAT as a minimum charge for the first day and then £45.00 exc. VAT per day after in addition to any quoted cost to the job unless the Company has been advised and agreed to supply lighting prior to the works commencing.
8. Services - Heating: The Company requires that the Customer ensure that the temperature on site is consistently above 15°C. This is required on all jobs where hygienic finishes are being applied (walls / ceilings / floors). If sufficient heat is not provided then the Company will charge £200 exc. VAT as a minimum charge per week to heat up to 100m<sup>2</sup>, in addition to any quoted cost to the job unless the Company has been advised and agreed to supply heating prior to the works commencing. The Customer is responsible to ensure that sufficient power is available if heating is provide by the Company (max 6KW) and the Company does not accept any counter charge for power used.
9. Services -Access: The Company uses Line Benders to form Hygienic Wall Cladding and where this works is being undertaken it is the Customers responsibility to advise if the Line Bender (3.6 metres in length) can access through the building to the area where works are being carried out. (Stairs / Lifts) etc. The Customer accepts where it is not possible to get the Line Bender to the area of works then Internal / External corners will NOT be formed and other means of jointing the cladding material will be used.

10. Services - Hot Works: The Company uses Line Benders and Hot air Welders for the installation of Hygienic Walling and Flooring products. It is the Customers responsibility to organise any 'Hot Work' permits prior to the Company visiting site. If works cannot be carried out due to 'Hot Work' permits not being in place then Clause 5 will apply.
11. Services – Moisture: The Company will where deemed necessary carry out a Moisture Survey on walls prior to the installation of Hygienic Walling and on floor prior to the installation of Flooring products at the time of installation. If the readings are below what is required then Clause 1 and 5 will apply. All subsequent visits to undertake Moisture Surveys will be charged at £350.00 ex. VAT.
12. Services – Working Hours: All quotations supplied by the Company are based upon the standard working week (Monday – Friday) and standard working hours (8am – 6pm). If works need to be carried outside of these times then the Company must be informed and the Company reserves the right to charge an out of hours premium depending upon the requirements.
13. The Company cannot guarantee or be held responsible for any work not carried out by their authorised operatives.
14. The Company requires an official order to cover the works before its operatives attend site.
15. Arbitration: When arbitration is required to resolve a difference between the Customer and the Company the first point of arbitration will be the relevant trade body for the works carried out. Only if a relevant trade body does not exist then an alternative may be selected that is neutral and independent to both parties. The arbitrator must be agreeable to both parties and the results of the arbitration are binding on both the Customer and the Company. If the arbitrator cannot settle the case then the Customer and the Company will settle the dispute in the Small Claims Court and the decision of the Small Claims court is binding on both parties and the issue cannot be raised to a higher court. If the dispute is above the jurisdiction of the Small Claims Court only then can the issue be raised to a higher court.
16. Health & Safety: The Company works to current Health & Safety regulations and requires its Customers to provide a safe working environment. If the Customer requests the Company to undertake any action that the Company deems contravenes Health & Safety or puts the Company operatives in jeopardy, then the Company reserves the right to employ the services of their Health & Safety adviser without prior notice to the Customer to visit site and the Company operatives to leave site. On any suspected breach of Health & Safety the Company will not continue to undertake any works on the site until an agreed method of working is reached and implemented through the appointed Health & Safety advisor. If the Customer does not agree to work in a safe method (recommended by the independent Health & Safety advisor) then this will be deemed as "cancellation of contract" and the Customer will be liable for any associated costs including the cost of the Health & Safety advisor – see clause 22
17. Payment – The company will carry out credit rating checks on the Customer after order placement, if the credit rating of the customer is less than the quoted works and any additions then the Company reserves the right to request a pre-payment to cover the difference. The payment terms below apply:
  - a. All prices are excluding VAT at the standard VAT rate, unless otherwise specified.
  - b. All quotations to Main contractors include a 2.5% MCD and this cannot be re-applied to the quoted price.
  - c. A maximum retention of 5% is accepted; with 2.5% retention being paid once practical completion has been reached (The definition of Practical Completion is when all work assigned to and accepted by the company has been completed) and signed off by site manager. If payment terms are not adhered to then the Customer forgoes any rights to retention and it becomes immediately payable.
  - d. Retention held will only be accepted under the following conditions;
    - i. If it is clearly stated on the purchase order provided. Retention cannot be applied retrospectively once works have commenced or been completed.
    - ii. The value of the contract is greater than £5000.00 exc. VAT in total or per phase in phased works due to the cost of administering the retention.
    - iii. The Customer has an Experian credit score greater than 70 over the period of the contract.
  - e. Retention release must be made under the following conditions;
    - i. Retention must be released within 12 months from the Company final invoice date.
    - ii. If the Customer Experian credit score drops to below 40 during the Retention period then all Retentions held will be immediately payable to the Company.
  - f. All payments must be made within strict 30 days of invoice date.
  - g. Late payments will be subjected to a 2% late charge (defined in the Late Payment of Commercial Debts (Interest) Act 1998) which will be added to all unpaid balances thirty (30) days after due date of invoice and each month part of month thereafter cumulatively. Notwithstanding invoices outstanding over sixty (60) days from date of issue will constitute cause for the Company to suspend any other works from being carried out for the Customer. The Company will be entitled to the payment of all expenses and legal fees reasonably incurred in the collection of any monies.

18. Until the Company is paid in full for all materials supplied to the Customer, such materials remain the property of the Company. The Company reserves the right to collect any unpaid materials.
19. The company shall not be responsible for any failure to complete the agreed works if its delayed or prevented by circumstances not reasonably within its control.
20. This agreement shall not affect any statutory rights to which the customer is entitled and which by law cannot be varied or executed.
21. No cancellation shall be deemed to be effected by the Customer after placing an order / signing an acceptance of its Quotation or works have commenced with agreement, unless the Company receives written confirmation 5 days prior to work commencing. The Customer shall pay for any costs incurred by which upon cancelling are not recoverable by the Company. If the Customer cancel with 2 days notice or less then the Company will charge £300.00 ex. VAT per installation team per day agreed to visit the site. The Company has the right to claim for any loss of profit (Clause 22).
22. If the Customer cancels a contract once works have started due to Clause 3 / 11 and 21 then the Company reserves the right to claim any costs of material purchased for the job irrespective of where those materials are stored (if materials have been ordered but can be restocked then the Customer is liable for all restocking charges. If the material cannot be restocked then the Customer is liable for the full cost of the material and any delivery charge if the Customer wants to take possession of the material) and for loss of profit. The Loss of profit will only be calculated for the apportionment of the works not completed before cancellation. All works undertaken prior to the cancellation will be immediately payable on cancellation and will cancel any credit terms afforded by the Company.
23. The Company will remove all of its waste from site (Dispose of on site where applicable) and provide basic cleaning of the area (sweeping / wiping down) where the works have been carried out. The Company is not responsible for extensive cleaning or any debris left onsite that could contaminate food / production processes after the works have been completed. *Due to the nature of cutting hygienic cladding material, small particles will be produced that could contaminate and hence this should be considered by the Customer before handing areas back for the purpose that they are intended.*
24. The Company does not accept any additional costs incurred by the Customer during the installation including supervisor cover where required by the Customer (The Company may work outside of normal working hours (see Clause 12 at its own cost to complete a project on-time); if the Customer incurs additional cost then it's the Customers responsibility to cover these costs. Customer incurred costs will not be covered by the Company in part or full.
25. If the Site requires any special clearance for the Company operatives to be able to access the Customer site then this must be outlined at order placement. The process and timescales for any clearance must be informed to Company in writing, if this process changes through the contract then the Company must be kept informed. If the Company is limited to Company operatives that have received special clearance to attend the Customers site then a program of works must be agreed between the Customer and Company, if the program of works goes out of schedule due to the Customer then a new program of works must be agreed between the Customer and Company.
26. The Company will endeavour to complete projects within timescales agreed with the Customer, all timescales estimates are based on clause 29 being implemented and the site conditions of Clauses 6, 7, 8, 9, 10, 11 all being met. The Company will work in-conjunction with the Customer to get the project completed where possible by the agreed date, this may mean that out of normal working hours working may be necessary and as such in these circumstances the Customer will pay for their additional costs and the Company will pay for theirs (clause 24 shall apply). If out of hours working is not feasible then this must be indicated at the time of placing the order and the Company reserves the right to re-quote if additional labour is required to complete in the required timescales. If the agreed timescales cannot be met by the Company, the Company does not accept any consequential loss from the Customer.
27. Materials and workmanship are guaranteed for a period of 1 year from date of completion as standard, when manufacturers offer product guarantees in excess of one year these will take precedence. Excluding the following conditions;
  - a. Providing that defects do not arise from wilful damage, misuse, alterations or repairs without the Company consent.
  - b. If the damage is due to natural disaster such as Flood / Earthquakes / Storms / subsidence etc
  - c. If the building has not been maintained sufficiently and damage occurred by water by leaks / ingress through insufficient damp course / Ingress through outside land being higher than the damp course.
  - d. The guarantee, whilst is transferable, becomes null and void if payment is not made on due and agreed dates.
28. The Company reserves the right to supply alternative materials when less than 5 days have been provided from placement of order / advising the site is ready for the Company to install the products where the materials are not standard stock material (White).
29. Working area: Before works start in the designated area the area to be cleared / protection of all fixtures and fittings including live sockets / services etc. If Hygienic walling is being undertaken then all fixtures and fittings on the walls must be removed prior to commencement of works. If these are not removed prior to commencement of the project; the Company has the right to deem the work "Technically Unfeasible" and Clauses 1 and 5 will apply. If the Company carries out the works (partially or fully) it does not relinquish the right to still invoke "Technically Unfeasible" clause.

- a. The Customer is expected to protect all floors / surfaces prior to installation, if areas are left unprotected then the Company will make every effort to minimise damage but is not responsible for any damage caused.
  - b. The Company can provide floor protection. If this is required by the Customer this must be indicated on the purchase order.
30. Visits: All quotations are based upon continuous works, if the continuous works are broken by the Customer then the Company reserves the right to charge an additional £400.00 exc. VAT per additional visit.
31. This contract is based upon English Law and may only be determined in an English Court.