

Terms and Conditions

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Definitions - In these Conditions

- (a) "The Company" means Leofric Building Systems Limited
- (b) "The Customer" means the person firm or company who has agreed to purchase the building and includes his personal representatives or his successors in title
- (c) "The Building" means the building or buildings erection or structure described in the Company's official numbered Quotation including all items incidental or ancillary thereto as specified in such Quotation
- (d) "The Works" means the manufacture and (if applicable) the construction and erection of the Building described or referred to in the Quotation
- (e) "Practical Completion" means the substantial completion of the Works by the Company (disregarding minor defects in the nature of snagging defects)
- (f) "The Delivery Site" means the address for delivery designated by the Customer
- (g) "The Quotation" means the Company's official numbered Quotation
- (h) "The Contract" means the contract formed in the event of the Company's acceptance of the Customer's order pursuant to Clause 2 of these Conditions
- (i) In the event of any obligation under these Conditions being applicable to more than one person such obligation shall be a joint and several obligation. Words importing the masculine gender shall include the feminine and neuter genders

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Validity Duration of Quotation

The price on the quotation provided will be valid for 14 days from date of issue.

Orders

- (a) All orders are accepted only upon and subject to the terms set out in the Quotation and these Conditions shall prevail over any other terms and conditions.
- (b) These Conditions shall prevail over any inconsistent terms implied by trade custom or practice or by previous dealings between the Company and the Customer (which inconsistent terms are hereby expressly excluded).
- (c) No variation of these Conditions shall be effective unless made in writing and signed by a Director or the Secretary of the Company as recorded at Companies House and such variation will be effective only from the date that the signature of the Director or the Secretary of the Company is added to the document varying the said Terms and Conditions. Further the Conditions referred to herein will continue in full force and effect with respect to all work done and materials supplied up to the date of such variation and any variations shall be of no effect until then and will not apply retrospectively.
- (d) All orders placed are subject to acceptance by the Company in writing.
- (e) Any documentation required in connection with work orders placed must be specified before quotation or we reserve the right to charge for such documentation when necessary.
- (f) Where items or components are imported, prices ruling will be those at the time of delivery.

Payment Terms

- (a) Payment is to be made by the customer to Leofric Building Systems Limited (hereafter referred to as "the Company") in the following manner (unless expressly varied in the Quotation):-
- (i) A minimum of 20% of the price quoted shall be paid by the Customer with the order (referred to as "the initial deposit")
- (ii) Such sum as shall (taking account of the initial deposit paid) make up 100% of the price quoted for Contracts of less than £10,000.- or if greater than 85% of the price quoted or as varied (if applicable) in accordance with these Conditions shall be paid at least 14 days prior to the delivery date advised to the Customer for the Building Materials to Site.
- (iii) the full balance of the price quoted (as varied {if applicable} in accordance with these Conditions) shall be paid by the Customer to the Company within fourteen days of Practical Completion.
- (b) Payment Terms are set out on your quotation.

(c) The Company may charge interest at 4% above the then current bank base rate of HSBC on any overdue payments from the date when such payment became due until the date of payment (whether before or after Judgement)

(d) Without prejudice to any other rights under these Conditions failure by the Customer to make due payments to the Company under this or any other Contract with the Company shall entitle the Company:-

(i) to delay or suspend all further work until all outstanding monies (together with interest thereon) have been paid and/or

(ii) to enter upon the Delivery Site and remove all plant and materials and dismantle and remove any work undertaken as part of the Contract between the Company and the Customer and/or

(iii) to charge to the Customer the cost of re-establishing the Works once all outstanding payments have been made and/or

(iv) to cancel any contract made with the Customer

(e) The Company may also exercise the rights set out in sub-clause (d) above if the Customer becomes bankrupt or makes an assignment, agreement or composition with his creditors or goes into Liquidation or if a Receiver or Administrator is appointed. These rights may also be exercised by the Company if it has reasonable grounds to believe that any of such events is likely to occur.

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Price and Variations in Price

(a) All prices quoted are exclusive of VAT and are quoted upon the basis that these Terms and Conditions will continue to apply for the entire duration of the Contract. In the event of any variation of these Terms and Conditions made in accordance with Clause 2(c) hereof, the Company reserves the right to revise the Quotation.

(b) All prices quoted are at the Company's current rates in accordance with the cost of labour, materials and transport at the date of the Quotation which shall remain fixed for no longer than 14 days, if payment is received for the Building the prices remain the same unless delivery address or final location changes, then the Company reserves the right to amend the Quotation to take into account changes in the cost of materials and/or labour rates.

(c) All prices are exclusive of the cost of any training or induction programs which may be a requirement of the Customer or the Site on which the Building is to be erected and the Customer agrees to reimburse the Company in respect of any such fees and additional costs howsoever arising.

(d) Restocking

If materials have been purchased for the Customer and the customer changes their mind and /

or dispute on work, there shall be applicable 15% charge for restocking. The charge will be based on original sales value and will take into consideration the deposit paid.

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Warranties

All building warranties can only apply if all monies due in respect of the building and its materials and/or repair work performed, have been paid in full.

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Delivery and Site Access

(i) There must be clear access to, on and around the Delivery Site at all times, suitable for articulated, heavy transport vehicles and road wheeled plant and any other equipment used during the course of the Works, and access to the Delivery Site at all times for the Company's employees or agents with or without equipment, without notification to the Customer

(ii) There must be a level site cleared of all obstructions including overhead cables

(iv) There must be an adequate and safe supply of electricity

(v) There must be suitable, safe and secure covered storage for materials and goods delivered in advanced

(vi) It is the sole responsibility of the Customer to provide a suitable base for the building we supply and erect. Such base must be constructed in accordance with the Company's foundation drawing.

(vii) The Company reserves the right to charge for any additional expense caused to the Company as a result of the failure of the Customer to comply with the any of the above requirements.

(a) All dates and periods of time given or specified by the Company in its Quotation or other communications are estimates only and time is not of the essence of the Contract (save as to time for payment above referred to). Whilst the Company will use its best efforts to deliver materials to the Delivery Site in accordance with any time estimate given and will use its best efforts to complete the works on time there may be reasons beyond its control (for example inclement weather or failures or delays on the part of the Company's suppliers) which may result in delay.

(b) The Customer shall ensure that materials and goods for the Building delivered to the Delivery Site are securely stored and adequately protected on the Delivery Site

(c) The Customer will provide at his own expense, so that the Company can commence work immediately upon arrival at the Delivery Site:-

(i) clear access to, on and around the Delivery Site at all times, suitable for articulated, heavy transport vehicles and road wheeled plant and any other equipment used during the course of the Works, and access to the Delivery Site at all times for the Company's employees or agents with or without equipment, without notification to the Customer

(ii) a level site cleared of all obstructions including overhead cables

(iii) suitable hard standing to support delivery vehicles and erect cranes and equipment

(iv) an adequate and safe supply of electricity

(v) suitable safe and secure covered storage for materials and goods delivered in advance

(vi) Where the concrete base slab for the Building is being provided by the Customer, it is the Customer's responsibility to ensure that such slab is constructed in accordance with the Company's foundation drawing and the concrete at stanchion bases is trowelled smooth, and that the ring beam slab is level to plus or minus five millimetres.

The Company reserves the right to charge for any additional expense caused to the Company as a result of the failure of the Customer to comply with the any of the above requirements.

(d) Abortive Charge

Should the base be deemed unsuitable or unlevel for purpose, an abortive visit charge of up to £800.00 depending on mileage from our works would be charged.

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Notification of Defects on Delivery

(a) A representative of the Customer must inspect all materials and goods for the Building immediately the same are delivered to the Delivery Site, or as soon as practicable thereafter. Any visibly damaged materials must be notified by the Customer to the Company as soon as they are discovered or ought reasonably to have been discovered (if earlier)

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Errors and Omissions

All prices are subject to errors or omissions on the part of the Company. If any such errors or omissions in respect of prices quoted are discovered by the Company prior to the commencement of the Works it may cancel the Contract by written notice to such effect to the Customer (in which event the Customer shall be entitled to be refunded any monies paid to the Company. The Company shall not be liable for any further or consequential losses, or damages howsoever arising or compensation in the event of cancellation pursuant to this condition.

Risk and Insurance

(a) Risk in all materials and goods delivered to the Delivery Site shall in all cases pass to the Customer upon such delivery (save to the extent that risk may be covered by the Company's Contract Insurances)

(b) The Company advises the Customer that the Company's Contract Insurances cease immediately upon the signing by the Customer of the Certificate of Practical Completion as referred to in Condition 13(a) of these Conditions.

Title

All materials and goods shall remain the sole and absolute property of the Company as legal and equitable owner until such time as all monies due from the Customer under this Contract have been paid for in full. Until Title passes to the Customer the Customer shall be deemed to hold such materials and goods on a fiduciary basis as the Company's bailee. During such time the Customer will keep the goods in such manner that they are easily identifiable as being goods belonging to the Company and the Company shall have unencumbered access to its property at all times during normal business hours. In any case of non-payment the Company may (without prejudice to its other rights and remedies) enter the Customer's property or the property to which the Customer has access and retake possession of the materials and goods (and if necessary dismantle any building works for such purpose) or trace the same or the proceeds of sale in the Customer's hands or in the hands of any Liquidator, Administrator or Receiver and enter onto any of the premises where the same are located to exercise this right.

Brochures and Literature

Illustrations, photographs, descriptions, information and statements contained in the Company's brochures and literature or recommendations given by the Company or its employees, agents or representatives are intended only as a general guide and do not form part of any contract nor does the same constitute any representation by or on behalf of the Company

Minor Variation of the Works

In the execution of the Works the Company shall be entitled to make reasonable variations of a minor nature from the specification contained in the Quotation without the prior approval of

the Customer (but subject to any statutory consents which may be required therefor) provided that the same do not materially detract from the purpose for which the Building is intended.

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Quality of Workmanship

The Company agrees to supply materials of merchantable quality and where applicable to erect the same in a workmanlike manner in accordance with the specification in the Quotation issued by the Company and in accordance with these Terms and Conditions and in the event of any failure on the part of the Company to so do then the Company will replace the defective materials or remedy the defective workmanship at its own expense, provided that:-

- (a) The Customer shall notify the Company in writing immediately any such defective materials or workmanship are observed or ought reasonably to have been observed (if earlier).
- (b) The Company does not accept liability for surface grazing, slight distortions, or slight deviation in measurements, provided that the same do not materially detract from the purpose for which Building is intended.
- (c) The Company's liability shall be limited to the cost of replacing any defective materials and /or of remedying any defective workmanship and nothing in these Terms and Conditions will render the Company liable for any consequential loss or damage howsoever arising.

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Remedy for Defects in the Works

- (a) Upon Practical Completion of the Building a representative of the Customer shall forthwith inspect the Building and signify acceptance by signing a Certificate of Practical Completion. The Customer's representative may not unreasonably delay such signing or unreasonably refuse to sign. The existence of minor defects or faults shall not entitle the Customer's representative to delay or refuse to sign the Certificate of Practical Completion.
- (b) The Company shall rectify any minor defects or faults existing at Practical Completion as soon as practicable.
- (c) Any defect which may exist or appear in the Building within six months of Practical Completion and which is due to faulty workmanship or materials shall be notified immediately to the Company in writing by the Customer. The Company undertakes upon receipt of such notification to inspect the Building, and to make good without charge any defects therein due to faulty workmanship or materials for which the Company is liable under this Contract, other than defects due to fair wear and tear.
- (d) The Company accepts no liability whatsoever in respect of any defects capable of detection for which the Company has not been given written notification within the period of six months mentioned in sub-clause (c) above

The Company's Liability for Damage

Without prejudice to the generality of the foregoing and the Company's express contractual obligations contained in these Conditions the Company shall not be liable for any loss or damage howsoever caused to the Customer or any third party unless such loss or damage is:-

(a) the result of direct physical injury or damage to the person or property of the Customer caused by the negligence of the Company, its employees or agents and

(b) reasonably foreseeable (save that the Company's liability for death or personal injury shall not be so restricted if such restriction be contrary in any particular circumstances to the terms of Clause 2(1) of the Unfair Contract Terms Act 1977).

The Customer's Liability for Damage

The Customer will indemnify the Company against any liability, loss or damage howsoever caused to the Company arising out of any injury, loss or damage towards any person, material, goods, plant and equipment caused by the negligence and or failure of the Customer or his employees or agents to comply with these Conditions or any part thereof or in the event that the Delivery Site or access thereto shall be unsafe or defective in any way or failure of the Customer or his employees or agents to comply with any statutory duty.

Site Clearance

Upon Practical Completion of the Building the Company shall assemble all packaging, materials, off cuts and waste material either in the Building or immediately adjacent thereto. It shall be the responsibility of the Customer to remove the same at his own expense.

Statutory Approval

(Notwithstanding that the Company may assist the Customer as his agent or otherwise in the preparation of drawings and calculations or in any other manner in connection with the application for any planning permission, building regulation approvals or other statutory or non-statutory consents) the Customer is solely responsible for obtaining all requisite planning permissions, Building Regulation approvals and other statutory or non-statutory consents which are required for the construction of the Building on the Delivery Site. The Customer shall keep the Company fully indemnified against liability costs, claims, demands or

expenses whatsoever which may be incurred by the Company as a result of the omission or failure to obtain any relevant or necessary permissions, approvals or consents as aforesaid

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Sub-contracting

The Company may sub-contract the whole or any part of this Contract.

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Statutory Rights

Nothing herein contained is intended to affect, nor will it affect, a Customer's Statutory Rights under the Sale of Goods Act 1979 or the Unfair Contract Terms Act 1977.

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Force Majeure

The Company shall be under no liability to the Customer if it is prevented from or delayed in carrying out its obligations or any part thereof under this Contract by reason of Acts of God, riots, civil commotion, lock-outs, strikes, fire, flood, Government controls, restrictions or prohibitions or any other cause (not being limited to the foregoing) beyond its control eg adverse weather and the like.

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Applicable Law

The Contract & these Conditions shall be subject to and construed in accordance with English Law.

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Severance

In the event of any provision of these Conditions being declared by any judicial or other competent authority to be void or voidable or otherwise unenforceable the remaining provisions shall remain in full force and effect.

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Settlement of Disputer

Should the Company and the Customer disagree as to whether the Company has fulfilled its obligations under the Contract, then any dispute may be referred by either party to an independent Chartered Surveyor to be mutually agreed (or to be appointed by the President of the Royal Institute of Chartered Surveyors in the absence of such agreement on the application of either party) for determination, and such reference by either party shall be deemed to be a submission to arbitration for the purposes of the Arbitration Act 1950 and any statutory modification thereof. The determination of such independent Chartered Surveyor shall be final and binding on both the Company and the Customer, and his fee shall be paid by the Company and the Customer in such proportions as the Surveyor directs.

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Practical Completion

In all circumstances Practical Completion shall be deemed to have been affected in the event that the Customer or their Client makes any use of the Building in part or whole for any purpose whatsoever.