

TP Structures Ltd. Terms & Standard Conditions of Sale

1. Any order or contract placed with TP Structures Ltd will include these conditions unless specifically agreed in writing by TP Structures Ltd.
2. Customer's standard conditions will not apply unless specifically agreed in writing by TP Structures Ltd.
3. Any order given in respect of a quotation or price list shall not be binding unless accepted by TP Structures Ltd in writing.
4. No allowance has been made for the withholding of retention sums unless specifically agreed by TP Structures Ltd in writing.
5. No allowance has been made for liquidated / delay damages unless specifically agreed by TP Structures Ltd in writing.
6. Unless specifically stated otherwise the following are excluded from all quotations: Builders work, bases, service connections (water, drainage, electric, sewerage etc.), ramps, steps, pathways, removal of overhead cables and/or obstructions, landscaping Telecommunications/data/computer equipment, furniture, alarms, emergency lighting, Local Authority approvals, submissions, fees etc. infra-red thermographic inspection and or pressure testing of the structure, cranes, trackway, weekend/out of hours working, inductions, welfare accommodation, site security, temporary fencing or anything else not specifically mentioned.
7. Delivery times are approximate and are from date of final approval of drawings and specifications (see below) and may be affected by seasonal holidays, weather conditions, availability of materials etc. Whilst TP Structures Ltd will use its best endeavours to affect deliveries or execute work by the due date; no liability can be accepted for any loss or damage resulting from delay.
8. TP Structures Ltd shall not be liable for any loss or damage including consequential loss.
9. The client should ensure that the design of the product is appropriate for the proposed use and location and satisfy themselves as to the suitability of all materials and components where they are used in conjunction with any use, process or substance, which may be within or in close proximity to our work.
10. Details provided by TP Structures Ltd for items not to be supplied by TP Structures Ltd are indicative only, the client should satisfy themselves as to the adequacy, suitability and statutory status thereof.
11. Due to the intermittent price changes on many of our components we are forced to pass on any increases from the date of our quotation until the date we receive your order unless the quotation specifically gives a fixed price.
12. In the event of order cancellation, for whatever reason, by the client, a cancellation fee of a minimum of 15% of the gross value of the contract OR the sum of the total of all costs incurred or committed to, up to the date of receipt of written notice of cancellation, whichever is the greater will be payable by the client.
13. The client is responsible for the costs of aborted deliveries and for the full costs of returning unwanted goods / cancelled orders.
14. TP Structures Ltd reserves the right to sub-contract performance of the contract in whole or in part.
15. All prices are given based on work being carried out in one continuous operation. Any time taken for site induction, delays beyond our control and return trips will be charged for at current rates plus standing time for transport, plant and machinery.
16. Should additional visits to site be necessary for reasons other than our responsibility, including presentation of CIS tax certificates in person, then all costs incurred will be added to the final price.

The Customer to Be Responsible for the Following Items

1. Approving drawings and specifications submitted by TP Structures Ltd, prior to manufacture.
2. To pay all statutory fees and obtain all necessary permissions and approvals (NOTE We are unable commence any work until full approval (including Planning Permission and Building Regulations) have been obtained and reserve the right to amend prices once the exact requirements of the Local Authority and other Statutory bodies have been established).
3. To pay in accordance with the stated terms. *Failure to comply with these terms or any others, which may be agreed in writing, will result in an interest charge of BOE base rate + 8% for all outstanding sums.* Unless stated otherwise our terms are 50% Deposit with order, 35% when ready for dispatch, remainder in full immediately on delivery / practical completion of our work.
4. To pay for all invoiced sums but until this is done the invoiced goods will remain the property of TP Structures Ltd and cannot be passed on to other parties in part or whole or be included as part of any other package to be passed on to any other party. In the case of Limited Companies the Directors thereof shall be deemed to be party to the agreement and personally liable for any debt.
5. Providing suitable full, square and level base, with no obstructions or hazards, for our buildings.
6. To provide adequate access to and around the site for delivery vehicles and where required crane.
7. The provision of level, unobstructed 2.5m wide hardstanding around the perimeter of the building to permit the safe use of scaffolding and access equipment.
8. The removal or diversion of overhead cables and any other obstruction, which would prevent us from working in a safe and workmanlike manner.
9. The supply of power to operate electric hand tools.
10. To provide welfare facilities for the whole period of the work on site.
11. To include for insurance cover against fire on the new building when in close proximity to other buildings.
12. *C.D.M. The Construction Design & Management Regulations* place responsibilities on clients as well as designers and contractors with regard to the management and co-ordination of health & safety throughout all stages of a construction project. As the client you have a specific responsibility to "select and appoint a competent Planning Supervisor and a Principal Contractor", and to "be satisfied that the Planning Supervisor and Principal Contractor will allocate sufficient time and resources for health & safety". The Planning Supervisor needs to be appointed very soon after the conception of a building project as they will have "overall responsibility for co-ordinating the health and safety aspects of project design and initial planning phase and that a health & safety plan is prepared before a principal contractor is appointed". We can obviously assist with the provision of method statements etc. with regard to the aspects within our area of supply. *These regulations are mandatory and we cannot start on site without the required health & safety plan.*