

## **TERMS AND CONDITIONS**

### **Client**

Means the person or organisation that orders goods or services from Construct.

### **Construct**

Means Construct Scenery Limited, a company incorporated and registered in England and Wales with Company number 05904483 whose registered office is Franklin chartered accountants 320 Garratt Lane London SW18 4EJ and VAT registration is number 898966323

### **Purchase Order**

Means the formal acceptance of a quote provided by Construct by means of a purchase order from client

### **Goods and or services**

Means all Goods and or services supplied by Construct in the Course of this Agreement.

### **Works**

Mean the provisions of goods or services carried out as part of this Agreement and the physical location of the work being carried out.

1.1 Working Day means a day (not being a Saturday or Sunday) and excluding bank or national holidays.

1.2 Working hours means the hours between 8am and 5.30 pm excluding any statutory breaks.

### **1. Quote**

1.1 The quote attached to these Terms and Conditions will only remain valid for a period of 5 working days

1.2 Acknowledgment and acceptance of this quote is made by the Client placing a purchase order and Construct receiving cleared interim payment of 50% of total order value, or 100% in the case of new clients within the period specified in paragraph 1.1 above, at which time the Client will be bound by these Terms and Conditions. Such contract is hereinafter referred to in these Terms and Conditions as "an Order".

### **2. Products and Services Specification**

2.1 The Products and Services provided by Construct to the Client are those detailed in Schedule 1 of these Terms and Conditions.

2.2 If the Client wishes to vary any of the Products and Services provided the written consent of Construct must be obtained. Construct must be informed in writing within 5 working days of acceptance of the Order of any changes, alterations, reductions or cancellations.

2.3 Construct reserves the right to make additional charges for any agreed written variation to Schedule 1 of these Terms and Conditions.

2.4 Any descriptions, promotional material, drawings or sketches provided by Construct or third parties are for illustrative purposes only and to provide an outline of what will be provided, unless agreed in writing between the parties.

### **3. Price**

3.1 The price quoted for the Products and Services provided is exclusive of Value Added Tax (VAT) and such other charges that may apply.

3.2 If there are any changes to rate of VAT between the order and delivery Construct will alter the order value accordingly.

3.3 If the price of the Products and Services increases for any other reason between the date of the Order and the date of completion Construct will notify the client.

3.4 Construct reserves the right to amend a quotation after the receipt of a Purchase Order from the Client if, upon inspection of the Purchase Order, the requirements differ from the specifications or timescales given by the Client to Construct when the quotation was prepared.

### **4. Terms of payment**

4.1 No payment shall be deemed received until the funds are cleared in Construct's bank account.

4.2 Construct requires full payment from all new Client s in order to commence production of the Goods.

4.3 Clients who purchase Goods from Construct on account shall pay all sums due within fourteen (14) days of invoice save in respect of any disputed amounts and/or unless otherwise agreed.

4.4 If the Client disputes any invoice or other statement of monies due, the Client shall immediately (and, in any event, no later than two (2) Working Days after receipt of the invoice by the Client) notify Construct in writing. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. Construct shall provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. Where only part of an invoice is disputed, the undisputed amount shall be due and payable by the Client in accordance with these Conditions.

4.5 If the Client fails to make any payment due to Construct under the Contract by the due date for payment under these Conditions (Due Date), then the Client shall pay interest on the overdue amount at the rate set by the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount.

4.6 The Client shall indemnify Construct for all costs incurred by them in recovering debts owed to it by the Client.

### **5. Delivery and Risk**

5.1 Unless otherwise stated in the Order, the price quoted includes delivery to the address specified in the Order.

5.2 Risk in the goods shall pass to the Client upon delivery.

### **6. Construct Obligations**

6.1 Construct will carry out all Works in accordance with the Quote and subsequent Order.

6.2 Construct may where necessary sub-contract parts of the Works to suitably qualified sub-contractors.

6.3 Construct will comply with all relevant health and safety regulations, including (but not limited to) site safety and personal safety of employees, contractors and visitors.

6.4 Construct will at all times hold appropriate and valid insurance, including public liability insurance and Employers liability insurance.

6.5 Construct shall ensure that all Works are carried out with reasonable care and skill and to a reasonable standard.

6.6 If during the Works any issues are found that require additional time or materials and this causes an increase in costs the Construct will send the Client a further quote giving details of the extra costs and will only proceed with the Works once the Client's acceptance has been received.

### **7. Client Obligations**

7.1 The Client will permit Construct access during normal working hours to undertake the Works.

7.2 The Client will obtain all consents, licenses and permissions from landlords, local authorities and others, including any required parking dispensations from local authorities for parking of required crew vehicles or skips. If dispensations are unavailable then the Client is liable for any parking charges incurred.

7.3 Where the Client is required to provide Construct with measurements or other information such measurements or information must be correct. If Construct relies on the measurements or information given when preparing the quote and such measurements or information are incorrect Construct reserves the right to increase the price to make good any errors or additional work required as a result.

## **8. Warranties and Guarantees**

8.1 Construct warrants that the Works will be carried out using all reasonable skill and care.

8.2 Construct guarantees the Products and Services provided shall be fit for purpose and within the brief of designs provided by the client.

8.3 If the Products and Services provided by Construct are found to be defective Construct shall at their discretion re-perform, repair or reinstall the Products.

## **9. Cancellation**

9.1 The Client may cancel the Order by giving Construct written notice of cancellation within 5 working days of the Order having been made.

9.2 Construct reserves the right to retain the amount of 50% of total order value to cover costs already incurred in respect of the Order.

9.3 Any balance owed to the Client will be refunded within 30 days without any further retention.

9.4 If the Client does not notify Construct within the time period stated in paragraph 9.5 above any monies paid by the Client will be retained in full by Construct.

## **10. Termination of Contract**

10.1 In the event of the Clients premises or works location being destroyed or substantially damaged by fire, the Client shall be entitled to terminate the Contract by written notice to Construct upon payment to Construct all sums outstanding under the Contract and any losses and/or expenses caused to Construct as a result of the termination.

10.2 If the Client makes a voluntary arrangement with its creditors, or becomes bankrupt, or becomes subject to administration or goes into liquidation, or ceases to carry on business (or threatens to carry on business) or if the Client reasonably determines any of these instances is about to occur, then the Client shall be entitled to terminate the Contract and the price of all Goods received by the Client shall become immediately payable, without prejudice to any other rights or remedies available to the Client and notwithstanding any previous agreements or arrangements to the contrary.

## **11. Force Majeure**

Neither party shall be liable for delay or failure to perform any obligation under this Agreement if the delay or failure is caused by any circumstances beyond its reasonable control, including but not limited to Acts of God, war, civil disorder or industrial disputes or extreme weather conditions. If such delay or failure continues for a period of at least Sixty (60) days the party not subject to the force majeure shall be entitled to terminate this Agreement by written notice to the other.

## **12. Assignment**

Neither party may assign their rights under this Agreement without the prior consent in writing of the other party.

## **13. Severance**

The paragraphs, sub paragraphs and clauses of this Agreement shall be read and construed independently of each other. Should any part of this Agreement or its paragraphs, sub paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub paragraphs and clauses.

## **14. Entire agreement**

This Agreement sets out the entire agreement and understanding of the parties and is in substitution of any previous written or oral agreement between the parties.

## **15. Jurisdiction**

These terms and conditions shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.