



# LAC Services (East Anglia) Ltd

Company Reg N°: 06046940 VAT N°: 899719828

## Terms & Conditions of Trading

(effective 1<sup>st</sup> December 2018)



The following Terms and Conditions apply to all tenders, estimates, quotations and services provided by LAC Services (East Anglia) Ltd unless specifically varied in writing on an individual tender basis.

### Interpretation

Throughout this document, the following definitions apply:

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**Business Day :** A day (other than a Saturday or a Sunday or a public holiday) when UK banks are open for business.

**Contract :** The contract between the Supplier and the Customer for the sale of goods and services in accordance with these conditions.

**Customer :** The person(s), firm or company who purchases Goods and/or Services from the Supplier.



**Goods :** The materials and equipment (or any part thereof) as set out in the Contract

**Person :** This may be a natural person, a corporate or unincorporated body) whether or not having a separate legal personality). When referenced as the Customer, then this will include any company, its representatives, successors or permitted assigns.



**Services :** The schedule of work, services (or any part thereof) as set out in the Contract

**Specification :** Any specification for the Goods and Services as represented in the Contract, including any related plans, drawings or documents agreed in writing between the Supplier and the Customer.



**Statutory :** Any such reference is intended to represent a standard or statute, and any subordinate legislation or amendment in force under UK law at the date of contract.

**Supplier :** LAC Services (East Anglia) Ltd (registered in England and Wales under company number 06046940).

**Variance :** Any phrase introduced by the individual terms of a written tender or contract having similar meaning shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

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**Written :** Any reference to written or writing includes faxes or emails but does not include mobile phone texts.

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Freephone: 0808 147 6864 [www.lacservices.co.uk](http://www.lacservices.co.uk)



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## Services



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- 1/. The **Services** shall be as set out in the **Contract**.
- 2/. The **Supplier** will endeavour to keep to any agreed schedule in good faith. The **Supplier** reserves the right to vary the period of time between confirmation of order and commencement of works which may change due to dependency on third-party lead times and availability.
- 3/. It is the responsibility of the Customer that all work in progress and completed under the **Contract** is suitably secured to prevent damage, vandalism or other interference. This protection to include weather ingress and any resulting damage. The **Supplier** is entitled to make an additional charge for remedial work necessary from damage arising from such conditions.
- 4/. All work in fulfilment of the **Contract** is to be carried out during the working hours of 08:00 to 17:00 and on **Business Days**.
- 5/. The **Supplier** is entitled to uninterrupted access to all areas during a **Business Day**. The **Supplier** is entitled to charge for standing time caused by restriction to access.
- 6/. The **Supplier** is entitled to charge a fee against initial surveys or for on-site work where access has not been made. This includes agreed meetings with any third-party or the **Customer** that have not been kept.
- 7/. Unless expressed in writing within the **Contract**, the **Supplier** may request free-of-charge use of:
  - a) Fixed scaffolding for access above 4 (four) metres and in stair cases
  - b) Dry storage space for materials, lockable for hazardous materials
  - c) Hoisting and unloading facilities
  - d) Electrical supply at 100v within 10 metres of all work locations
  - e) Statutory welfare facilities
  - f) Adequate lighting
  - g) Access to a supply of drinking water
  - h) Skips and disposal of waste
- 8/. Sizes, measurements and quantities not originating from the **Supplier** are subject to re-measurement on completion of the **Contract** and may be subject to pricing adjustment.
- 9/. All delivery costs as incurred are outside the **Contract** and will be passed to the **Customer** as disbursement for payment alongside the **Contract** and to these **Terms and Conditions**.
- 10/. The **Customer** accepts that the **Supplier** may charge a minimum call out fee of £150.00 plus associated expenses at the **Supplier's** discretion.

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## Pricing



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- 1/. Where possible, the **Supplier** is committed to price stability for the **Customer**. Quoted prices are subject to revision for errors and/or omissions and will only become binding when accepted in writing by the **Supplier**.
- 2/. Should there be **Variance** in the specification of work prior to commencement or during the contracted work, we reserve the right to amend our price accordingly and not necessarily on a pro rata basis of the original price.
- 3/. Initial surveys and inspections by manufacturers and other third-parties are not included within the pricing of the **Contract** unless expressly stated in writing. Such involvement will form a direct agreement outwith the contractual obligations of the **Supplier** and may incur additional costs.
- 4/. All initial surveys carried out by the **Supplier** remain the property and copyright of the **Supplier** and should not be made available to any third-party without the **Supplier's** written permission. Where work identified as necessary by the **Supplier** is not instructed, the **Supplier** reserves the right to make a charge for this service. This charge will be deducted from the final price of any resulting **Contract**.
- 5/. All prices quoted are exclusive of VAT. This will be invoiced at the appropriate rate.
- 6/. It is the *de facto* responsibility of the **Customer** within the **Contract** to make sure that the invoices of the **Supplier** are paid on time irrespective of any third party or resale arrangements.



## Payment



- 1/. Payment of all invoices under the **Contract** must be received in full 30 (thirty) calendar days from date of invoice or application for payment.
- 2/. Queries on any works must be submitted in writing within 14 (fourteen) days of the invoice or application for payment date.
- 3/. Any queries against invoices from the **Supplier** must be made by the **Customer** in writing within 10 (ten) **Business Days** from the date of the relevant invoice. Where such claims are resolved, the **Customer** will pay the revised total to the original due date. Where such claims are found to be without substance, the **Customer** will pay the invoice in full to the original date of invoice.
- 4/. Where the **Customer** fails to make any payment or part payment due to the **Supplier** under these terms and conditions or by any **Variance** in the **Contract**, then the **Customer** shall pay interest on the overdue amount at the rate set by the *Late Payment of Commercial Debt's Act 1998*. Such interest shall accrue on a daily basis from the due date until the date of actual payment, whether before or after judgement. The **Supplier** will also exercise the right to pass any costs of debt recovery on to the **Customer**.

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5/. The **Supplier** reserves the right to review and amend any written **Variance** to these standard Terms and Conditions or stage payment arrangements where late payment occurs.



6/. The **Customer** is respectfully reminded that any **Goods** remain the property of the **Supplier** until full payment is made. The **Supplier** reserves the right to contact the client of the **Customer** directly to seek their return if timely payment is not made.

## Trading Accounts

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1/. The **Supplier** offers two types of trading account

*Non-Credit Account* – Where the **Supplier** is unable to offer credit terms, the **Customer** shall pay for **Goods** and **Services** in full prior to the commencement of the **Contract**.

*Credit Account* – The **Customer** consents to any relevant credit checks being made at the **Supplier's** discretion. The **Supplier** reserves the right to remove credit facilities at any time.



## Warranty

1/. The **Supplier** will warranty its work to be free from defect for a period of twelve months from completion of the **Contract**.

2/. Where overdue payment occurs, the **Customer** accepts that the **Supplier's** warranty obligations shall be suspended until payment is made in full. This shall not extend the warranty period.

3/. The **Supplier's** warranty obligation shall be limited to remedy, replacement or repair solely at the discretion of the **Supplier**. In no way shall the **Supplier** be responsible for consequential losses suffered by any third party.

4/. Where third-party equipment or services form a part of the **Contract**, the **Supplier** will endeavour to ensure that the benefits of third-party warranty are passed to the **Customer**, however the **Supplier** shall in no way inherit liability.

5/. Where work has been carried out with materials recommended for the purpose by a third-party manufacturer, the **Supplier** shall in no way inherit liability.



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## Insurance

- 1/. The **Supplier** shall hold Public Liability Indemnity of £5,000,000 and Employer's Liability of £10,000,000 per individual occurrence.
- 2/. Unless specified in the **Contract**, the **Supplier** is not obliged to undertake additional insurance, bonds or performance warranties.



## Force Majeure

- 1/. The **Supplier** shall not be liable for any failure or delay in performing its obligations under the **Contract** to the extent that such failure or delay is caused by a Force Majeure Event. A Force Majeure Event is defined as any event beyond a **Person's** reasonable control which by its nature could not have been foreseen, or, if it was foreseeable, could not have been avoided.
- 2/. The **Supplier** may, at any time, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the **Contract**. The **Customer** may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the **Contract**.
- 3/. Any written notice or communication between the **Supplier** and the **Customer**, in either direction, shall be deemed as having been received
  - a) At 9.00am on the second **Business Day** after franked date of posting is first-class or recorded delivery
  - b) On the date of receipt signed for on the courier's delivery document
  - c) One Business Day after transmission if by fax or email.
- 4/. If any court or competent authority finds that any provision of the **Contract** (or part thereof) is invalid, illegal or unenforceable, that provision (or part thereof) shall, to the extent required, be deemed to be deleted and the other provisions of the **Contract** shall not be affected.
- 5/. If any invalid, unenforceable or illegal provision of the **Contract** would become valid, enforceable or legal if some part of the **Contract** were deleted, the provision shall apply with the minimum modification necessary to remedy.
- 6/. A waiver of any right or remedy under the **Contract** if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the **Contract** or by law shall constitute a waiver of that or any other right or remedy. Neither will it preclude or restrict the further exercise, in full or part, of any right or remedy.
- 7/. A **Person** who is not party to the **Contract** shall have no rights in connection with it.
- 8/. The **Contract**, and any dispute or claim arising from it, or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with English law and all parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

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