



## Ecologic: Terms & Conditions of Engagement

The terms and clauses as set out below form part of the Contract Order and are intended to contain the agreement between Ecologic and the Customer relating to the supply of Services and Goods. Submission of an order will be based upon the agreement that these terms are entered into.

### 1. Interpretation

- 1.1 In addition to the words and terms defined in the Contract Order the following definitions apply in these Clauses:
- **Additional Terms:** any terms varying or adding to the Clauses that are included within the Contract Order or otherwise agreed.
  - **Additional Services:** any services varying or adding to the services outlined within the agreed quotation.
  - **Business Day:** a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.
  - **Commencement Date:** The date agreed for the quoted work to commence.
  - **Ecologic:** means Ecologic a company registered in England and Wales with company number 07408899 and whose registered office is at 6th Floor, Dean Park House, Dean Park Crescent, Bournemouth, BH1 1HP.
  - **Materials:** any materials which are required to undertake the agreed services.
  - **Consumable Goods:** Goods which are no longer capable of resale or being retrieved after being used as part of the Services.
  - **Contract:** the contract between Ecologic and the Customer for the supply of Goods and/or Services in accordance with and subject to the Contract Order and these Clauses and any Additional Terms. **Customer:** the person named in the Contract Order, agreeing to purchase Goods and/or Services from Ecologic.
  - **Customer Default:** has the meaning set out in Clause 8.
  - **Goods:** any goods that Ecologic agrees in a Contract to supply to the Customer.
  - **Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in getup, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
  - **Price:** has the meaning given in **Clause 2**.
  - **Services:** any services that Ecologic agrees in a Contract to supply to the Customer.
  - **Site: the site as described in the Contract Order.**
  - **Specification:** the description or specification of the Contract provided in writing by Ecologic to the Customer and may be included in the Contract Order or a quotation specified in a Contract Order.
  - **Interpretation:** (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted. (b) Any phrase introduced by the terms Ecologic Terms and Conditions of Engagement.

### 1.2 Overview

- 1.2.1 Any contract between Ecologic and any of its customers for the supply of goods and/or services automatically incorporate these terms and conditions which supersede any other conditions attached to the customer order.
- 1.2.2 The relinquishment of any conditions at any time by the customer will not be effective unless it is agreed specifically by Ecologic in writing, all other conditions remain in full effect.
- 1.2.3 Contracts between Ecologic and the customer are only created upon written acceptance of the estimate provided by Ecologic or by making any payment to Ecologic



### 1.3 Our Rights

We reserve the right to amend our quotation against any changes in the design requested by you, the Local Planning Authority Committee, the Structural Engineer or the Local Authority Building Control Department.

This quotation is based on Ecologic receiving fully detailed construction drawings in CAD showing all the required details for us to produce our SIPS manufacturing details. Note, that unless specified, that no allowance has been made within our quote for incorporating any measures relative to the issue of fire spread inside or outside the site boundary during construction. We have not made any visits to site during the preparation of this quotation and cannot comment on the neighbouring conditions.

If an order is placed and customer drawings are subsequently altered or amended for any reason which results in additional drawing work for Ecologic, we reserve the right to pass these costs on as additions to the agreed price quoted herein. Any additional charges will be estimated prior to us undertaking the work.

Any amendments or revisions made to this project after design approval may affect the scheduled delivery date and could incur additional costs, of which an estimate will be provided. Our quotation is based on deliveries using our vehicles to the nearest practical point over hard standing suitable for such vehicles. It is the customer's responsibility to inform Ecologic of any restrictions. Ecologic Terms and Conditions of Engagement.

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The security of the site is the responsibility of the Customer. Adequate insurance should be in place by the Customer to ensure all risk coverage against fire and subsequent damage of all materials on site.

Plant based wrapped packaging is for transportation purposes and temporary shower protection only. This should not be considered as weather proofing for prolonged periods.

Once Ecologic appointed erectors have levelled the soleplates it is the Customers responsibility to fill any voids created using suitable load bearing mortar before tile loading etc.

Due to the nature of timber in long lengths and potential jointed walls (SIPS) we cannot guarantee walls in excess of 2.4 metres in height will be perfectly plumb so some prepacking prior to plaster boarding or the use of alternative aligning systems might be necessary.

### 2. Costing

- 2.1 The provided estimate by Ecologic. is subject to "Final Engineering" details and certificate, and the signing off of all detail drawings for the project prior to manufacture. NOTE: "Final Engineering" cannot be carried out until an order is placed including all deposit payments in line with our payment terms.
- 2.2 Costs may vary should there be a supply increases to input costs, the customer, the architect, the engineer, the joist manufacturer, or the building authorities change.
- 2.3 The final cost will be determined upon completion of "Final Engineering".
- 2.4 For a "supply" sale, i.e. goods sold without Ecologic. installing at the customer's contracted location, payment of the final cost will be made by the customer upon receipt of delivery of the goods from Ecologic. Payment to be received no later than 7 days prior to delivery.
- 2.5 For a "supply and install" sale, i.e. goods are supplied and installed by Ecologic. at the customer's contracted location, payment of the final cost will be made within 7 days of the date of the invoice. 2.6 Ecologic. understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to the agreed credit terms.
- 2.6 If the customer fails to pay the price for goods and/or services by the outlined date provided by Ecologic. the customer, if so requested by Ecologic., will pay interest to Ecologic. at a rate of 5% per fortnight of the invoice cost (plus any modifications as mentioned in clause 5).
- 2.7 Without full payment Ecologic can reclaim the goods at the customers cost.



### 3. Quotation

- 3.1 Quotes provided by Ecologic are valid for acceptance by the customer for a period of 30 days from the date stated on the quotation, Ecologic. will be required to accept an order based on the quotation within the 30 day period and reserve the right to decline any acceptance outside of this period for the originally quoted sum.
- 3.2 The quote includes all items listed within the quotation, any additional costs including but not limited to additional packaging, loading, unloading, carriage and (if applicable) insurance are costs which are ruled by Ecologic. and will be invoiced accordingly, where possible an estimate of these costs will be included in the quotation but are subject to review upon final costs being available.
- 3.3 Unless specifically agreed in writing between the customer and Ecologic., no quote is subject to any discounts or alterations including any main contractor discount (MCD).

### 4. Goods

- 4.1 All good provided by Ecologic. are required to conform to the specification denoted by the estimation.
- 4.2 Once the deposits paid (noted in clause 2.7) then the order of goods is deemed to be accepted by Ecologic. and are then subject to the terms and conditions contained herein.
- 4.3 Each order for goods accepted by Ecologic. are deemed to be an individual legally binding contract between the customer and Ecologic. Prior to any manufacture or ordering of materials, a signed copy of the agreement will be kept by the customer and Ecologic.
- 4.4 Where any designs or specifications are supplied by the customer to Ecologic. for manufacture then the customer warrants that the use of those designs or specifications for the manufacture, assembly or supply of the goods shall not infringe a third party.

### 5. Modification & Additional Charges

- 5.1 Ecologic. may increase the price of the goods or services at any time after the estimation has been accepted due to:
- 5.2 Any increase in cost of manufacture of the goods to Ecologic. due to factors after the making of the estimate which are beyond reasonable control of Ecologic. this includes, without limitation, foreign exchange fluctuation resulting in increased price of materials, increased taxation or duties or the costing of labour and materials.
- 5.3 Requests by the customer to alter the delivery or installation date or dates.
- 5.4 Requests by the customer to make additional quantities of goods.
- 5.5 Any working delays created by the instruction of the customer.
- 5.6 The customer failing to give sufficient or accurate information relating to the goods in production or additional delivery information.
- 5.7 The cost of any variation or modification to the quoted goods requested by the customer orally or in writing after the acceptance (see clause 4.2) shall, provided the aforementioned variation or modification is accepted by Ecologic., be chargeable to the customer.

### 6. Delivery

- 6.1 The customer is considered to have accepted the goods upon completion of the "supply and install" work or on delivery or collection for a "supply" sale.
- 6.2 Ecologic. is not liable to the customer or have breached the terms and conditions by reason of any hindrance in a "supply" or "supply and install" work provided the hindrance was due to any cause beyond Ecologic. reasonable control.
- 6.3 The risk of the goods shall pass to the customer upon completion of the "supply and install" work or on delivery or collection for a "supply" sale.
- 6.4 If Ecologic. cannot complete the delivery or installation due to reasons outside of its control, Ecologic. is entitled at additional cost to the customer, to place the goods in storage until the goods can be delivered or installed. For the avoidance of doubt, any pandemics, Government action and recommendation including Covid related delays are deemed to be included within this clause.
- 6.5 When executing "supply" works and Ecologic. is required to provide transit for the goods the customer is required to provide Ecologic. with reasonable times to deliver the goods which can be accepted at Ecologic. discretion.



- 6.6 When executing “supply and install” works the customer is required to provide Ecologic and any agents involved with full and free access at reasonable times to the customers contracted location and uninterrupted thereafter until completion of works.
- 6.7 The customer must ensure that working conditions on the premises comply with health and safety regulations and Construction and Design Management Regulations 2015.

## 7. Payment Terms

- 7.1 Stage Payments, dependent upon the project instructed will be as set out below, our quotation will detail which heading the payment comes under:

### **Large SIPs Projects** (new builds, extensions, residential)

- Quote acceptance (deposit) = 30%
- Commencement of production = 30%
- Site delivery & installation = 30% (*payment in full, 7 days in advance of first delivery*)
- Balance on completion = 10%

### **Small SIPs Projects** (garden builds)

#### **Supply Only**

- Quote acceptance (deposit) = 50%
- Balance on completion (*on collection, or 7 days in advance of delivery*) = 50%

#### **Supply & Install**

- Quote acceptance (deposit) = 50%
- Commencement of production = 40%
- Balance on completion = 10%

### **Beach Huts** (turnkey: design, build and install)

- Quote acceptance (deposit) = 50%
- Commencement of production = 40%
- Balance on completion = 10%

- 7.2 **Construction Industry Scheme** (net vs gross): Ecologic will only accept gross payment and is approved for gross payment status within the construction industry scheme.

Please use the following information to verify us with HMRC.

Company Name: Ecologic Developments Ltd

Company unique tax reference (UTR): 52412 26482

Company registration number (CRN): 7408899

## 8. Cancellation

- 8.1 In the event that the contract being cancelled at any time in accordance with clause 1.3 the customer shall be liable for Ecologic. loss of profit which, for the purpose of all contracts will be fixed at 50% of the total contract sum immaterial of whether the margin is higher or lower than the 50% figure. Ecologic. shall have the right to terminate the contract in writing to the customer on the occurrence of any of the following events:
- 8.1.1 The customer failing to meet their obligations under the contract in respect of monies due or any other obligation under the contract.
- 8.1.2 The customer’s bankruptcy, insolvency or making any composition of arrangements with any of the customer’s creditors.
- 8.1.3 The customer is a limited company, the appointment of a receiver or administrative receiver over its assets or the making of an administration order in respect of the customer.
- 8.1.4 The customer is suspected of criminal activity.
- 8.1.5 Outbreak of any pandemic or upon the advice of the Government or Local Authority to cease works.



## **9. Title Retention**

- 9.1 Ecologic warrants that it has title to the goods and that it will transfer the title in the goods to the customer upon completion of clause 6.1 and 9.2
- 9.2 Title in the goods shall not pass to the customer until Ecologic has been paid in full (outlined in clause 7 and including any modifications outlined in clause 5).

## **10. Conditions Of Repairs**

- 10.1 Where goods or installation which have been manufactured or completed by Ecologic are found to be defective Ecologic will repair or replace (at its discretion) free of charge provided the following conditions are met:
  - 10.1.1 The customer must give notice within 2 months of any defect which has come to the customer's attention.
  - 10.1.2 Defects being due to Ecologic faulty design, workmanship, or materials within the 12 months defects period. For the avoidance of doubt, this 12-month period commences upon handover of the services as stated within the quotation.
  - 10.1.3 The customer having complied to Ecologic instructions relating to maintenance of the goods.
  - 10.1.4 Any good manufactured by a third-party Ecologic will, where possible, adhere to any warranty in respect of the goods granted to Ecologic by aforementioned third party.

## **11. Force Majeure**

Neither party shall be liable for any delay or failure in performing its obligations or duties under this agreement which results from circumstances outside reasonable control including but not limited to, acts of God, industrial action, war, fire, threat of terrorism, pandemic and epidemic, civil disturbance or rioting, government or regulatory action, breakdown in plant or machinery or shortage or raw materials or supplies.

## **12. Complaints Procedure**

In the first instance, if you are unable to resolve the issue informally, you should write to the manager, so that he or she has a chance to put things right. In your letter you should set out the details of your complaint, the consequences for you as a result, and the remedy you are seeking.

You can expect your complaint to be acknowledged within 4 working days of receipt. You should get a response and an explanation within 15 working days.