



## Ecologic: Terms & Conditions of Engagement 2024

### 1. OVERVIEW

- 1.1. 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. Acceptance of a quote or an order will be based upon the agreement that these terms are entered into.
- 1.2. 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.
- 1.3. 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.
- 1.4. Contracts between Ecologic and the customer are only created upon initial payment towards the contract sum or signing an Order Declaration.
- 1.5. Force Majeure: Ecologic shall not 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 of raw materials or supplies.
- 1.6. The customer consents to Ecologic bringing other prospective clients to the site during and post SIP installation with the Customer's verbal or written permission.
- 1.7. The Customer consents to Ecologic using images of the project on the Ecologic SIPs website and social media.

### 2. DEFINITIONS

- 2.1. In addition to the words and terms defined in the Contract Order the following definitions apply in these clauses:
  - 2.1.1. **Additional Services:** any services varying or adding to the services that are outlined within the accepted quotation.
  - 2.1.2. **Additional Terms:** any terms varying or adding to the clauses that are included within the Contract Order or otherwise agreed.
  - 2.1.3. **Building Regulations:** help ensure that new buildings, conversions, renovations and extensions (domestic or commercial) are going to be safe, healthy and high performing.
  - 2.1.4. **Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
  - 2.1.5. **Client or Customer:** the person named in the Contract Order, who is responsible for agreeing to purchase Goods and/or Services from Ecologic.
  - 2.1.6. **Commencement or Start Date:** the date agreed between Ecologic and the customer for the quoted works to commence on site.
  - 2.1.7. **Construction and Design Management 2015:** also known as [CDM Regulations](#) or CDM 2015, which came into force on 6 April 2015, are regulations governing the way construction projects of all sizes and types are planned in the UK.
  - 2.1.8. **Consumable Goods:** Goods which are no longer capable of resale or reuse after being used as part of the Services due to being used up or worn out.
  - 2.1.9. **Contract Order:** 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.
  - 2.1.10. **Contract Sum or Price:** has the meaning given in Clause 4.6.
  - 2.1.11. **Ecologic:** means Ecologic Developments Ltd T/A Ecologic SIPs a company registered in England and Wales with company number 07408899 and whose registered office is at Unit 3 Ingworth Road, Poole, Dorset, England, BH12 1JY.
  - 2.1.12. **Final Engineering:** a full appraisal completed by a qualified structural engineer, instructed by Ecologic, following the initial engineering design process and review.
  - 2.1.13. **Fire Mitigation:** goods additional to the Contract Order specified by a competent person or qualified fire engineer in the Off-Site Fire Risk Assessment to mitigate fire spread during timber frame construction (see Clause 6.1.8).
  - 2.1.14. **Frozen drawings:** assumed no more amends to the designs will be made by the Customer prior SIPs Dimension Drawings issue.
  - 2.1.15. **Goods:** any goods that Ecologic agrees in a Quotation or a Contract to supply to the Customer.
  - 2.1.16. **Health & Safety Executive:** The Health and Safety Executive (HSE) is Britain's national regulator for workplace health and safety.
  - 2.1.17. **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.

- 2.1.18. **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 including, include, in particular or any similar expression, be deemed to be followed by the words "without limitation", shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 2.1.19. **Materials:** any materials which are necessary to be able to undertake the agreed services.
- 2.1.20. **Off-Site Fire Risk Assessment:** an assessment to mitigate the off-site fire risk, completed by a competent person or qualified fire engineer and instructed by the Customer. This is intended to provide the information required to complete steps 1 to 3 of the Structural Timber Association '16 Steps to Fire Safety'. Additionally, it is also intended to satisfy the requirements of the relevant legislation and to demonstrate to the Health & Safety Executive (HSE) that a suitable off-site fire risk assessment has been undertaken.
- 2.1.21. **Order Declaration:** a page included in the Quote Pack document which is signed by the Customer to acknowledge that they have read and agreed to our terms and conditions and accept the quotation, creating a Contract Order.
- 2.1.22. **SIPs Dimension Drawings:** plans, elevations and detail drawings produced collaboratively with the architect and structural engineer for the client to sign-off prior to manufacture.
- 2.1.23. **Services:** any services that Ecologic agrees in a Quotation or a Contract to supply to the Customer.
- 2.1.24. **SIPs Schedule Agreement:** a document signed by the Customer agreeing to the Design Approval, Factory Production and On-Site Commencement dates with Ecologic (see Clause 6.1.12).
- 2.1.25. **Site:** the site as described in the Contract Order.
- 2.1.26. **Slippage:** failure to meet an agreed date.
- 2.1.27. **Specification:** the description of the Goods and/or Services provided in writing by Ecologic to the Customer and may be included in the Contract Order or a quotation specified in a Contract Order.
- 2.1.28. **Structural Timber Association:** the STA was established to drive awareness of the value and benefits structural timber can bring to the construction industry, raising the bar for sustainability, quality, health and safety, skills training, and technical knowledge across the structural timber sector.

### 3. OUR RIGHTS

- 3.1. 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 an independent or the Local Authority Building Control Department (see Clause 4.5).
- 3.2. If an order is placed and customer drawings are subsequently altered or amended for any reason after signing off which results in additional drawing or manufacturing 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 quoted prior to us undertaking the work unless it is in exceptional circumstances where the costs are unknown at the time (see Clause 6.1.3).
- 3.3. 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 (see Clause 5.4).
- 3.4. If the customer fails to make a payment, despite offers of extensions or payment plans by Ecologic, then the company reserves the right to pass the debt onto a third party (see Clause 5.5).
- 3.5. Quotations 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 not 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 (see Clause 4.7).
- 3.6. Lead times are on a first come first served basis and Ecologic reserve the right to amend proposed Start Dates discussed prior to the signed SIPs Schedule Agreement (see Clause 6.1.11).
- 3.7. Site times are estimated based on project footprint and complexity and Ecologic reserve the right to amend the estimated build duration once the site installer has been appointed and "Final Engineering" has been completed (see Clause 4.4).
- 3.8. Ecologic reserve the right to use alternative products of equivalent or higher specification to the branded products specified within our quotation or on our website based on availability (see Clause 9.3).
- 3.9. If PDF drawings have been sent as part of the enquiry but without dimensions the scale can prove to be inaccurate. Ecologic reserve the right to re-quote should this prove to be the case (see Clause 6.1.5).

- 3.10. Ecologic reserves the right to request proof the client responsibilities (see Clause 10.14) and foundation requirements are being met at any time with photographic evidence.
- 3.11. If the Customer fails to pay the staged payment invoice no later than 5 Business Days post issue Ecologic reserves the right to stop works and the Customer may be liable for slippages (see Clause 5.6).
- 3.12. Ecologic reserves the right to conduct credit checks as necessary. Information obtained from credit checks will be treated confidentially and used solely for the business purpose.

#### 4. QUOTATION & COSTING

- 4.1. The quotation 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.
- 4.2. Please note no allowances have been made for the following; groundworks and ground floor construction, special base fixings, internal finishes, external finishes, doors and windows, joinery items, profile eaves and or verges, cavity items, grouting, fire treatment (see Clause 8.2), insulation and or vapour control layers, builders work in connection with, removal of protection, rain water goods, internal and external scaffolding, weather protection, battens, waste skips, staircases, brickwork lintels and brick or block work wall ties.
- 4.3. Quotations are based on a clear and unobstructed site with our install teams being the only contractor with access at that time unless agreed in writing prior to installation.
- 4.4. 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.
- 4.5. Costs may vary should there be a supply increase to input costs, the customer, the architect, the engineer, the joist manufacturer, the building authorities, or any other party change.
- 4.6. The quotation is valid for deliveries to the site for up to 6 months from the date of this quotation assuming there are no significant changes to the design of the building or current market conditions. If the point from the date the Contract Order is created (see Clause 1.4) to the Start Date exceeds 6 months, Ecologic reserve the right to requote (see Clause 6.1.1).

#### 5. PAYMENT TERMS

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

##### **Supply & Install full deposit** (domestic & commercial)

- Stage Payment One - Deposit = 25%
- Stage Payment Two - On issue of SIPs Dimension Drawings = 35%
- Stage Payment Three – Procurement and production = 35%
- Stage Payment Four – First delivery to site = 5%

##### **Supply only** (kit)

- Stage Payment One - Deposit = 50%
- Stage Payment Two - On issue of SIPs Dimension Drawings = 50%

##### **Supply only** (panels)

- Stage Payment One - Deposit = 100%

- 5.2. 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 no later than 5 Business Days post receipt of delivery of the goods from Ecologic.
- 5.3. For a "supply" (kit) 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 no later than 5 Business Days post receipt of SIPs Dimension Drawings from Ecologic.
- 5.4. Late payments: invoices are due for payment on receipt. Once the payment is 5 days overdue 5% interest will be charged.
- 5.5. Without full payment Ecologic can reclaim part or all of the goods at the customers expense.
- 5.6. Slippages: if the client moves the pre-agreed dates for the payment terms above, Ecologic reserves the right to invoice and receive payment in order to meet the needs of the schedule and overall business.
- 5.7. Variations: (see Section 6. Variations)

- 5.7.1. Any added costs that occur throughout the process will be invoiced upon acceptance and due upon receipt prior to the extra works commencing.
- 5.7.2. Any reduced costs that occur throughout the process will be subtracted from the next available stage payment invoice.
- 5.8. The Customer is responsible for paying stage payment invoices no more than 5 Business Days post issue as agreed upon via the signed SIPs Schedule Agreement (see Clause 6.1.11) regardless of finance payment terms including but not limited to valuations.
- 5.9. Please note structural calculations from engineers will only be shared once the final balance payment has been made.
- 5.10. Zero rated VAT – in most new build scenarios, VAT is zero-rated and reclaimable by Clients on completion of their new home. For new builds, Ecologic will require a copy of the Customer's planning permission confirming the new build status, to be able to issue the invoices with Zero-rated VAT. Please note, extensions, annexes, garden rooms, garages, loft conversion, etc. are subject to VAT.
- 5.11. 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):** 07408899

## 6. VARIATIONS

- 6.1. Ecologic may increase the price of the goods or services at any time after the quotation has been accepted (see Clause 5.7.1) due to:
  - 6.1.1. Any increase in cost of manufacture of the goods to Ecologic due to factors after the making of the quote 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.
  - 6.1.2. Requests by the customer to alter the delivery or installation date or dates.
  - 6.1.3. Requests by the customer to make additional quantities of goods.
  - 6.1.4. Any working delays created by the instruction of the customer.
  - 6.1.5. The customer failing to give sufficient or accurate information relating to the goods in production or additional delivery information.
  - 6.1.6. The cost of any variation or modification to the quoted goods requested by the customer orally or in writing after the acceptance (see Clause 6.1.3) shall, provided the aforementioned variation or modification is accepted by Ecologic, be chargeable to the customer.
  - 6.1.7. Design: production drawing design commences upon the Client's signing off the SIPs Dimension Drawings and subsequently any amendments or revisions not highlighted which then need to be made to the document after design approval may affect the scheduled delivery date and could incur additional costs, of which an estimate will be provided (see Clause 6.1.13).
  - 6.1.8. Fire Mitigation: once Ecologic has received the Customer's Off-Site Fire Risk Assessment, Ecologic will review and quote for the Additional Service labour and materials (see Clause 4.5).
  - 6.1.9. Structural Elements: Ecologic have estimated a provisional sum for the glulams and steels, however this is subject to "Final Engineering" (see Clause 4.4).
  - 6.1.10. Haulage: the quotation is based on the allowance of a rigid HIAB being able to access the site and load out accordingly. Any additions to this, including but not limited to, a change in vehicle or traffic management, will result in additional costs (see Clause 4.6).
  - 6.1.11. Start Date slippages: the Design, Production and On Site dates will be agreed upon via a signed SIPs Schedule Agreement.
  - 6.1.12. Please note timescales are only confirmed once Ecologic are in receipt of a signed Order Declaration, the Customer's initial payment, and receipt of frozen drawings.
  - 6.1.13. Delays in Design Approval, Factory Production and On Site Work may impact our planned delivery time and could result in additional costs due to slippages.
    - 6.1.13.1. Delays in Factory Production: up to the value of £2,000 exc VAT per day for manufacturing days lost.
    - 6.1.13.2. Start Date Slippages:
      - 6.1.13.2.1. £800 exc VAT per day, or £4,000 exc VAT per week for site installer team slippages (maximum of two weeks).
      - 6.1.13.2.2. £500 exc VAT one-off for haulage and plant rearrangement.
      - 6.1.13.2.3. £50 per pack of SIPs per week storage fee based on the availability of storage.
  - 6.1.14. Please note additional works are chargeable at the following rates:
    - 6.1.14.1. Director = £120 exc VAT per hour
    - 6.1.14.2. Design & Engineering = £60 - £120 exc VAT per hour
    - 6.1.14.3. Site Manager = £60 exc VAT per hour
    - 6.1.14.4. Project Manager = £45 exc VAT per hour

6.1.14.5. Admin = £35 exc VAT per hour

6.1.14.6. Additional site visit base cost = £160 exc VAT plus attendee hourly rates and mileage

## **7. CANCELLATION POLICY**

- 7.1. In the event of the contract being cancelled up to SIPs Dimension Drawings sign off and associated invoice issued in accordance with Clause 1.4 the customer shall be liable for Ecologic loss of profit which, for the purpose of all contracts will be fixed at 60% of the total contract sum immaterial of whether the margin is higher or lower than the 60% figure.
- 7.2. In the event of the contract being cancelled post SIPs Dimension Drawings sign off the customer shall be liable for Ecologic loss of profit which, for the purpose of all contracts will be fixed at 100% of the total contract sum immaterial of whether the margin is higher or lower than the 100% figure.
- 7.3. Ecologic shall have the right to terminate the contract in writing to the customer on the occurrence of any of the following events:
  - 7.3.1. The customer failing to meet their obligations under the contract in respect of monies due or any other obligation under the contract.
  - 7.3.2. The customer's bankruptcy, insolvency or making any composition of arrangements with any of the customer's creditors.
  - 7.3.3. 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.
  - 7.3.4. The customer is suspected of criminal activity.
  - 7.3.5. Outbreak of any pandemic or upon the advice of the Government or Local Authority to cease works.
- 7.4. Please note Ecologic does not offer a cooling off period once the Contract Order has been created (see Clause 1.4).

## **8. DESIGN & FIRE**

- 8.1. This quotation is based on Ecologic receiving fully detailed construction level or "Building Regulation" developed drawings in CAD or DWG format showing all the required detail for us to produce our SIPs manufacturing details.
- 8.2. Note that unless specified at the quoting stage, 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. The quote is based on site unseen and therefore cannot have considerations to neighbouring properties or layout issues.
- 8.3. Any amendments or revisions made to this project after design approval may affect the scheduled delivery date and may incur additional costs, for which a quote will be offered for acceptance prior to commencing amendments.
- 8.4. The customer will be required to approve and sign a set of SIPs Dimension Drawings from Ecologic indicating the key dimensions and apertures of the building prior to manufacture. It is the customer's responsibility to ensure that the SIPs structure will fit within any planning constraints including allowance for the build-up of any external finishes applied to the SIPs structure and that all structural openings are correctly sized and positioned (see Clause 8.7).
- 8.5. Ecologic have assumed that the ground floor structure will be either a concrete slab or block and beam foundation, supplied by others. The base of the SIPs structure should always be a minimum of 150mm above surrounding finished ground level.
- 8.6. Ecologic are not responsible for the foundation design. The design and detailing of the Customer's foundations will need to be completed by a qualified structural engineer. Ecologic will provide sole plate layout and line and point loads at the earliest opportunity to support this piece of work.
- 8.7. It is the Customer, Principal Designer or Architect's responsibility to ensure that the opening schedule supplied for windows and doors is correct and that a fitting tolerance has been allowed by the chosen window and door supplier (see Clause 10.13).
- 8.8. Drawings including but not limited to SIPs Dimension Drawings and As-built drawings prepared by Ecologic are for the Customer's use and remain the intellectual property of Ecologic.
- 8.9. It is the Customer's responsibility to ensure relevant information regarding services, including but not limited to soil and vent pipes and MVHR systems, is supplied prior to the SIPs Dimension Drawings sign-off. If details are provided post sign off, Ecologic reserve the right to pass on additional design costs (see Clause 6.1.7). Ecologic will collaborate with external parties but not be responsible for Services out of scope from the Contract Order.
- 8.10. It is the responsibility of the Principal Designer to confirm in good time that all through-wall/floor/roof U-values and PSI values for junctions are supplied to a qualified SAPs assessor and confirmed to be satisfactory in advance of construction design commencing. Ecologic can assist in this process by providing U-value calculations and PSI modelling of junctions. Non standard PSI junction modelling may have longer lead times to obtain of up to 6-8 weeks.

## 9. GOODS & SERVICES

- 9.1. Due to the nature of softwood timber we cannot guarantee walls and roofs will be perfectly plumb so some pre-packing prior to plaster boarding or the use of alternative aligning systems might be necessary.
- 9.2. Our nominal chipboard flooring and OSB panel systems have been designed by the manufacturer to withstand moisture for a period. Factors such as schedules, the complexity of build, and inclement weather may elevate the moisture value above the maximum 20% handover, and ultimately these may affect schedules moving forward. Reducing elevated moisture content can be achieved by others with airflow, dehumidifiers and increasing the timescale for follow-on trades. Whilst we endeavour to minimise the amount of time the structure is exposed to the elements through construction to handover, ultimately the responsibility and any associated costs of moisture management is with the Client / Principal Contractor.
- 9.3. All goods provided by Ecologic are required to conform to the specification denoted by the quotation.
- 9.4. Once the deposit is paid (noted in Clause 5.1) then the order of goods are deemed to be accepted by Ecologic and are then subject to the terms and conditions contained herein.
- 9.5. 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 Order Declaration agreement will be kept by the customer and Ecologic.
- 9.6. 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.
- 9.7. The customer is considered to have accepted the goods upon completion of the "supply and install" (see Clause 5.2) work or on delivery or collection for a "supply only" sale (see Clause 5.3).
- 9.8. The risk of the goods shall pass to the customer upon delivery of the "supply and install" work or on delivery or collection for a "supply only" sale.
- 9.9. Title Retention:
  - 9.9.1. 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 5.2 and 5.3
  - 9.9.2. Title in the goods shall not pass to the customer until Ecologic has been paid in full (outlined in Clause 5.5 and including any modifications outlined in Section 6. Variations).
- 9.10. Ecologic offer a 12-month manufacturer's warranty on their Goods and Services (see Section 11. Conditions Of Repairs).
- 9.11. Ecologic may refer trusted partners including but not limited to architects, energy assessors, fire engineers, groundworkers, main contractors, structural engineers, window & door suppliers, and insurance, mortgage, and warranty providers. Referral partners are independent of Ecologic's Goods and Services and are to be instructed by others.
- 9.12. The Goods liability transfers to the haulier, in-house or outsourced, once they have left Ecologic's yard.
- 9.13. The Goods liability transfers to the site, Customer and Principal Contractor, once they have been delivered.
- 9.14. Please note Ecologic work within a panel thickness tolerance + or - 4mm.

## 10. DELIVERY & SITE

- 10.1. Our quotation is based on deliveries using rigid HIAB 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.
- 10.2. 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.
- 10.3. Plant based wrapped packaging is for transportation purposes and temporary shower protection only. This should not be considered as weather proofing for prolonged periods.
- 10.4. Once Ecologic employed erectors have levelled the soleplates it is the Customers responsibility to fill any voids created using suitable load bearing mortar before tile loading etc.
- 10.5. 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.
- 10.6. If Ecologic cannot complete the delivery or installation due to reasons outside of its control including but not limited to road closures, 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.
- 10.7. 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.

- 10.8. 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.
- 10.9. The Client and Principal Contractor must ensure that working conditions on the premises comply with health and safety regulations and Construction and Design Management Regulations 2015.
- 10.10. Ecologic are not responsible for the substructure below the DPC level including checking the height of the perimeter block work up-stand. Tolerances will be assessed by an Ecologic Contracts Manager prior to SIP installation, any discrepancies will be highlighted with the Client.
- 10.11. It is the Client and Principal Contractor's responsibility to ensure the following tolerances are met.
  - 10.11.1. Foundations to be no more than + or – 5mm out of tolerance vertically.
  - 10.11.2. Foundations to be no more than + or – 10mm out of tolerance horizontally.
  - 10.11.3. Wall lengths to be no more than + or – 10mm of the dimensions shown in the drawings.
  - 10.11.4. Diagonals to be no more than + or – 5mm up to 10m from a datum.
  - 10.11.5. Diagonals to be no more than + or – 10mm over 10m from a datum.
  - 10.11.6. Over the whole slab, the level must not be out by more than 10mm.
- 10.12. Delays to site readiness including but not limited to groundworks completion within tolerance and power cables switched off or taken down where applicable (see Clause 10.15) prior to the SIP installation Start Date may result in slippage charges (see Clause 6.1.13).
- 10.13. Please note Ecologic will be working to the following tolerances.
  - 10.13.1. Vertical plumb + or – 10mm per storey height, assuming a maximum 3m per storey.
  - 10.13.2. Alignment a maximum 5mm step between panels.
  - 10.13.3. Door and window openings, locations and size + or – 5mm in width and height.
- 10.14. Client responsibilities include but are not limited to, power supply 240v, generator if no site electricity supply, removal or redirect of overhead power cable, waste disposal skips and or bulk bags, site storage, welfare facilities WC and drinking water, scaffolding internal and external, grouting of soleplate (see Clause 8.5), telehandler where site allows. Telehandler driver to be supplied by Ecologic.
- 10.15. Please note if any overhead power cables are present, Ecologic need to be notified and may require these to be switched off or taken down during the installation process. This will be the responsibility of the Client and any delays to site access as a result will result in Slippage charges.
- 10.16. If no skips or bins are provided Ecologic cannot be held responsible for the manner in which the site is left.
- 10.17. The primary roof covering should be installed within one month post Ecologic applying the membrane to the roof.

**11. CONDITIONS OF REPAIRS**

- 11.1. 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:
  - 11.1.1. The customer must give notice within 2 months of any defect which has come to the customer's attention.
  - 11.1.2. Defects occurring due to Ecologic faulty design, workmanship or materials within the 12-month defects period. For the avoidance of doubt, this 12-month period commences upon the handover of the goods and services as stated within the quotation.
  - 11.1.3. The customer having complied to Ecologic instructions relating to maintenance of the goods.
  - 11.1.4. Any goods 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.

**12. COMPLAINTS PROCEDURE**

- 12.1. In the first instance, if you are unable to resolve the issue informally, you should write to Ecologic so that it 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 Business Days of receipt. You should get a response and an explanation within 15 Business Days.

<b>NAME</b>	
<b>DATE</b>	
<b>SIGNATURE</b>	