

SPECIAL CONDITIONS

Terms of payment for Standard Price– stage payments

50% of contract price to be received as cleared funds by Twinfix	This is an advance payment to secure manufacturing slot, carry out design works and if applicable a site survey. An invoice will be issued by Twinfix confirming the amount to be paid. Payments must be cleared prior to delivery dates. Failure to pay this amount in full will result in delays to delivery.
Remainder	An invoice will be issued on practical completion of installation and must be paid in full within 30 days.

The above terms are subject to us obtaining acceptable credit references. If alternative terms have been agreed these will be stated within your order acknowledgement.

Where a credit amount has not previously been approved, Twinfix Limited will require Bank and Trade references and reserve the right to impose specific payment terms which may require additional monies to be paid in advance.

Terms of payment for Finance Option

Finance option	If you select the finance option for your payment, it should be noted that our finance partner is Funding 4 Education who are a Trading Name of Technology Rentals Limited. The finance company will set up a rental lease arrangement directly with you and they will make full payment for your order to Twinfix Limited. You will then repay the monies owed to Funding 4 education in line with their Terms and conditions. Please Note: Your contractual relationship for the monies owed is between yourselves and Funding 4 Education and NOT Twinfix Limited
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Lead time / delivery:

Once we receive your acceptance, we will then issue an order acknowledgement which will confirm that a contract exists between us from the date of the order acknowledgement. We will then issue an advance payment invoice. Once paid, we will proceed to execute the works on this basis, unless we hear from you within 7 days from our order acknowledgement.

Our standard lead times are between 4 and 8 weeks from approval of all drawings a high level indicative programme is documented below however an exact programme will be confirmed by our planning office.

Survey and Design – Design works will take 10 to 15 days from the availability of all the required information to create our general arrangement drawings. This may be the provision of the appropriate drawings for us to work from or from the date of a site survey. If a survey is required this will be advised by our planning team.

Customer approval – 3 to 5 working days

Installation - 4 to 8 weeks from customer approval. (Please see clause 11.4 for details of any split installation visits)

A minimum of a 4 week mobilisation or re mobilisation period is required following all instructions / notices.

Delivery shall be made to the project address on the quotation unless otherwise agreed in writing;

Delivery is usually made on Twinfix's own vehicle to many areas of the UK, however some outlying areas may be subject to a delivery charge. Please contact the sales office for details.

Requested split deliveries will also incur an additional £150 delivery charge for each additional delivery requested.

Aborted pre-arranged deliveries due to sites not being ready/able to accept delivery will incur an additional £150 redelivery charge.

Offloading:

The Customer shall ensure full and adequate access to the place of delivery and that sufficient offloading and material distribution facilities are provided.

Working hours

Our normal working hours are Monday to Friday 37 hours standard week varies between 7:30am and 6pm

Weekend and bank holiday working excluded unless otherwise stated. Where work is completed outside of normal working hours will be charged at cost plus 35%. Night work is always excluded unless expressly stated otherwise.

Access and working area

We have assumed that we will install on a freely accessible site and require clear unhindered access to the area, level floor for working off a mobile tower scaffold and ladders plus power water and welfare facilities. Additional specialist access equipment e.g. full scaffold and craneage would be at an additional charge unless expressly stated within our quotation. Full details can be found in clause 28

Limitation of liability

We would draw your attention to our limitation of liability terms as set out in our conditions of contract clause 15.1.

Builderswork – all projects

The Client will be responsible for all building and civil work including, but not limited to lead flashing, brick work, cutting away, grouting, stripping out, kerbs and drainage. Unless otherwise stated within your quotation.

If strip out work is quoted as being carried out by Twinfix then any making good after strip out to brick work/timbers/steel etc. is to be carried out by others. If following strip out work structures are found to be unsuitable for Twinfix products then remedial works/replacements are also to be carried out by others.

If electric roller shutters or electrically operated vents/rooflights/domes are included then the Client will be responsible for installing all mains wiring and ensuring a qualified electrician carries out all final wiring checks.

Groundworks

Twinfix expressly exclude all ground works (such as excavation, concrete and foundations and making good) unless it is specifically included in the description of the works in the covering letter.

Where groundworks have been specifically included, then the size and number of pads (i.e. holes in the ground to receive Twinfix's columns) and materials for making good are to be determined upon Twinfix site survey and full general arrangement drawing.

It should be noted that any making good will only be in concrete or tarmac unless any alternatives have been expressly stated. If soft play patch repair has been quoted for it should be noted that the patch repair works are unguaranteed.

The foundations for the columns must be laid in C30 grade concrete and be in place approximately 1 week prior to the canopy installation and will need to be exposed ready to accept our fixings. It is the client's responsibility to confirm all canopy groundwork positions are achievable.

Where Twinfix have requested a specific size of foundation, or included for groundwork's within our quotation, a minimum ground bearing pressure of 50kN/m² is required. If the ground bearing of the proposed site is not suitable then additional site specific groundwork's may be required (at an additional cost if groundwork's have been included within the quotation). It is the client's responsibility to check the ground bearing capacity meets the minimum pressure required.

If aco drains or gully's are specifically included within your quotation then these will be to discharge into a waste water (not sewage) manhole within 3m's of the downpipe. If no suitable manhole is present then the quoted aco/gully will be excluded from the contract works or it will be the Client's responsibility to provide a suitable discharge point.

As standard Twinfix only include for the canopy rainwater to be discharged on to the ground via standard downpipes. It is the clients' responsibility to insure this meets the needs of building control. Any differing

proposals can be accommodated where possible, exact requirements would be assessed during the site survey and confirmed on our approval drawings and costs agreed

Existing structures

Where the contract works includes a lean to or cantilever canopy, but the Contractor's site survey confirms that the building does not have adequate structural capabilities, a free standing design may be required at additional cost.

Where the contract works are for roof glazing materials only and not for any supporting / structural framework. All supporting / structural framework is to be supplied and fitted by others.

Windows and Doors/Vertical glazing to all sides of canopy

Where the contract includes for a canopy with windows and doors or vertical glazing to all or part of the sides creating an enclosed area, this will NOT be deemed as a fully sealed room and will not meet doc L of the building regulations, i.e. whilst the side glazing would include closure flashings to minimise water ingress they will not be designed to prevent driving rain or wind. No guarantees will be provided to this effect.

Structures:

Our canopies are polyester powder coated aluminium structures in 6063 T5 grade aluminium which does not rust like steel and requires minimal maintenance. They are also CE Marked to BS-EN 1090-1, in accordance with the Construction Product Regulations. If no execution class is stated within your enquiry, our product will conform to Execution class 2 only.

Multi-Link Panels:

Multi-Link-Panels need to be installed with a minimum pitch of 10°. If site conditions, or the design, require a steeper pitch, this will necessitate a longer panel length and the price may need to be adjusted. If a 5° pitch cannot be obtained then the self-cleaning of the polycarbonate and water management of the glazing bars cannot be guaranteed.

Easiglaze Panels:

Easiglaze Panels need to be installed with a minimum pitch of 10°. If site conditions, or the design, require a steeper pitch, this will necessitate a longer panel length and the price may need to be adjusted. If a 10° pitch cannot be obtained then the self-cleaning of the polycarbonate and water management of the glazing bars cannot be guaranteed.

Spacelite Rooflights:

Spacelite Rooflights need to be installed with a minimum pitch of 5°. If inclusive of Twinfix kerb then this will be accounted for in the kerb supplied. If kerbs are being supplied by others then these must be of a suitable material (steel/timber or aluminium), must be a minimum of 40mm deep and must accommodate the 5°pitch requirement. It must be noted that these rooflights cannot be installed above a 25° slope angle.

Flashings:

Standard flashings constitute a closure flashing at the rear of the canopy and flashings at each end of the canopy back to the building. This is subject to the building substrate being suitable to seal to. All flashings included within our price will be shown on the general arrangement drawing when issued for approval. For panel only jobs the standard flashings are ridge and side trims only. Flashings will be in aluminium or aluminium composite with a butyl seal and will not exceed 3mm thickness or 250mm in girth with 2 bends. Additional flashing requirements in quantity or size will be chargeable.

Asbestos

It is the client's responsibility to provide the relevant asbestos reports for the area in which Twinfix's work will be carried out. In the event of asbestos being present, Twinfix would not proceed on site until the client has safely removed all hazardous materials. Twinfix's installers are not qualified to disturb or remove asbestos containing materials.

Visits to site

Our pricing includes for the appropriate number of site visits (as deemed necessary by Twinfix and as set out in conditions of contract clause 11.4 in order to complete the installation. Any additional site visits required outside our permitted scheduling, due to sites not being ready to survey / inability

for Twinfix to carry out installation works or any abortive visits will result in a fixed charge of £500.00 plus vat being added to the account.

Rates for variations and dayworks

See conditions of contract clause 13

Abortive visits due to denied or restricted access and/or any waiting time incurred by a nominated third party, or us, will also be charged at £350 per man per day or part thereof

Planning permission / building regulations / third party permissions

The Client (to whom this quotation is addressed) is responsible for obtaining planning permission, building regulations approval and any other third party approval. Twinfix is not responsible for any installation where such permission or application has not been obtained.

It should be noted that any canopies supplied with side glazing, roller shutters, doors and / or windows are not supplied as fully enclosed / weather proofed extensions.

Structural calculations

Non site-specific structural calculations/deflection data is available. These have been calculated on a wind loading of 0.6Kn/m². It is the client's responsibility to check if site conditions are any different.

Site specific structural calculations can be provided at additional cost and if included will be stated within your quotation. Site specific calculations are specific to the site postcode area, our canopy framework and its fixings.

With all calculations we do not indicate whether the building or ground bearing pressure is sufficient to hold the canopy and all associated load it is the client's responsibility to check and confirm that the building and ground bearing pressure is able to accept the loads imposed. In our calculations we will assume a ground bearing pressure of 50Knm² unless advised to the contrary. If notification of ground bearing pressure is supplied after our calculation report has been issued an additional charge may apply for amendments to the report.

Our quotation is subject to structural calculations. If on production of the structural calculation report the structural engineer requires the design / materials to change then this would be chargeable.

Site Survey

Our site survey is a visual inspection only and excludes CAT scans and thermal imaging confirming the layout of underground services/drains. It is your responsibility (as the Client) to confirm all canopy groundwork positions are achievable, and that the ground bearing pressure is adequate.

If at survey stage we identify any external lights, alarm boxes, etc. in the way of the panel / canopy fixings or structure then this will be advised and they will need to be removed by the client prior to us commencing the installation of the panels / canopy. The client will also need to have these refitted once installation is complete

Approval Process

In order to achieve optimum lead times for the installation/delivery of the materials we need you to return all Approval Forms issued throughout the project (with payment), promptly and within specified timescales (as to be confirmed by our Planning Department). If your approval / payment is delayed for any reason our estimated lead times cannot be guaranteed.

Quoted prices are inclusive of 1no drawing revision, further revisions due to specification changes would be chargeable

Contract documentation

This quotation, the attached conditions of contract and any documents referred therein are the only basis on which Twinfix will contract. Any other conditions contained or referred to in any correspondence or order from you is excluded. In the event that we are requested to start work on site, then our works will be governed exclusively by these documents.

We would also note that the contract price does not include for any additional guarantees or warranties. This includes collateral warranties and insurance backed guarantees

In the event that any assumptions stated in this quotation are incorrect, then this will be treated as a variation to the contract and entitle Twinfix to claim additional costs

28. Facilities, Services & Attendances - Unless shown below as being provided by Twinfix (TWF), all such items are to be provided by the Client at his cost.		
Item	Client to Provide	TWF to Provide
Unimpeded and suitable vehicular access and parking for TWF delivery to within 50 metres of the point of installation must be available.	✓	X
For roller shutter projects only – 13 amp switchable fuse spurs to be installed; 1 no. per shutter. Spurs must be located within 1m of the shutter motor	✓	X
For electric vent/rooflights or domes – all electrical wiring and unless quoted control units	✓	X
Loading, unloading and distribution of materials (excluding standard distribution to ground level working area)	✓	X
Material distribution to ground level working area	X	✓
Shared toilets & mess room, shared first aid, shared drying room	✓	X
Space for materials/plant / hutting	✓	X
110V electricity outlet(s) to within 15m of working area – delays to progress to be charged at day work rates ***	✓	X
Electrical adaptors, leads etc.	X	✓
Safety lighting and task lighting	✓	X
Water to within 15m of the installation	✓	X
Scaffolding – mobile tower only,	X	✓
Scaffolding/Other access equipment – other special scaffolding and specialised access equipment	✓	X
Clear working area and hardstanding's to permit use of scaffolding by TWF	✓	X
Crash decks or suitable safe working platforms including where appropriate suitable edge protection and harness points	✓	X
Rubbish skips (located at designated point on site)	✓	X
Plant, small tools and tackle	X	✓
The finished floor in and around the installation site with a tolerance across the diameter +/- 3mm	✓	X
Setting out – where TWF are not responsible for groundworks	✓	X
Setting out – where TWF are responsible for groundworks	X	✓
Removal of Client owned equipment where required to permit installation, including but not limited to external lights, alarm boxes etc. and refitting after installation by TWF	✓	X

Protection of all surrounding equipment, furnishings etc. during installation	✓	X
Restriction of access to the site whilst the Contractor is installing the works to ensure safety to non Contractor personnel. Note that this may include but is not limited to hoarding, hereas fencing etc.	✓	X
Protection and responsibility of TWF's works until practical completion of TWF's work	X	✓
Protection and responsibility of TWF's works after practical completion of TWF's work	✓	X
Security	✓	X
Builderswork including but not limited to diamond drilling	✓	X
Cleaning of Contract Works immediately after practical completion of TWF's work	X	✓
Final clean	✓	X