

TERMS AND CONDITIONS OF SALE: BUSINESS TO BUSINESS
EDGE STRUCTURAL DESIGN LIMITED

1. These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply services to you.
- 1.2 **Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

- 2.1 **Who we are.** We are **Edge Structural Design Limited** a company registered in England and Wales. Our company registration number is 04010346 and our registered office is at Chambers Business Centre, Chapel Road, Oldham, OL8 4QQ. Our registered VAT number is 152829303.
- 2.2 **How to contact us.** You can contact us by telephoning our consumer service team at 0161 620 9988 or by writing to us at info@edgestructuraldesign.com or Chambers Business Centre, Chapel Road, Oldham, OL8 4QQ.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

- 3.1 **How we will accept your order.** Our acceptance of your order will take place when we write to you to accept it or we tell you that we are able to provide you with the services, at which point a contract will come into existence between you and us. The contract between you and us comprises: these terms and conditions, our written quotation, your order and our written acknowledgement of your order. Where there is any inconsistency of terms between your order and these terms, these terms shall prevail.
- 3.2 **If we cannot accept your order.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the services. This might be because of unexpected limits on our resources which we could not reasonably plan for or because we have identified an error in the price or description of the services.
- 3.3 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4. Your rights to make changes

If you wish to make a change to the services please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the services, their timing or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

5. Our rights to make changes

5.1 **Minor changes to the services.** We may change the services:

5.1.1 to reflect changes in relevant laws and regulatory requirements; and/or

5.1.2 to implement minor technical adjustments and improvements, for example to address a safety or security threat. These changes will not affect your use of the services.

5.2 **More significant changes to the services and these terms.** In addition, we may make more significant changes to these terms or the services, but if we do so we will notify you and you may then contact us to end the contract and receive a refund for any services you have paid for but not received before the changes take effect.

6. Providing the services

6.1 **When we will provide the services.** If the commencement date for the Services is not agreed in advance, the Services will be treated as having commenced on the date the consultant begins to carry out any of the Services. The Services will continue until they are completed, until either you end the contract for the services as described in clause 7 or we end the contract by written notice to you as described in clause 8.

6.2 **We are not responsible for delays outside our control.** If our performance of the services is affected by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event (but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services you have paid for but not received.)

6.3 **If you do not allow us access to provide services.** If you have asked us to provide the services to you and you do not allow us access to the property as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to the property we may end the contract and clause 7.3 will apply.

6.4 **What will happen if you do not provide required information to us.** We will need certain information from you so that we can provide the services to you. We will contact you to ask for this information. If you do not, within a reasonable time of us asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we may either end the contract (see clause 8.1) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for providing the services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6.5 **Reasons we may suspend the services.** We may have to suspend the services to:

6.5.1 deal with technical problems or make minor technical changes;

6.5.2 update the services to reflect changes in relevant laws and regulatory requirements;

6.5.3 make changes to the services as requested by you or notified by us to you (see clause 5).

6.6 Your rights if we suspend the services. We will contact you in advance to tell you we will be suspending the services, unless the problem is urgent or an emergency. If we have to suspend the services for longer than 14 days we will adjust the price so that you do not pay for services while they are suspended. You may contact us to end the contract if we suspend the services, or tell you we are going to suspend them, in each case for a period of more than 14 days and we will refund any sums you have paid in advance for services not provided to you.

6.7 We may also suspend the services if you do not pay. If you do not pay us for the services when you are supposed to (see clause 10.4) and you still do not make payment within 7 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the services. We will not suspend the services where you dispute the unpaid invoice (see clause 10.6). We will not charge you for the services during the period for which they are suspended. As well as suspending the services we can also charge you interest on your overdue payments (see clause 10.5).

7. Your rights to end the contract

7.1 You can always end the contract before the services have been supplied and paid for. You may contact us at any time to end the contract for the services, but in some circumstances we may charge you certain sums for doing so, as described below.

7.2 What happens if you have good reason for ending the contract. If you are ending the contract for a reason set out at 7.2.1 to 7.2.5 below the contract will end immediately and we will refund you in full for any services which have not been provided or have not been properly provided. The relevant reasons are:

7.2.1 we have told you about an upcoming change to the services or these terms which you do not agree to (see clause 5.1.2);

7.2.2 we have told you about an error in the price or description of the services you have ordered and you do not wish to proceed;

7.2.3 there is a risk the services may be significantly delayed because of events outside our control;

7.2.4 we suspend the services for technical reasons, or notify you are going to suspend them for technical reasons, in each case for a period of more than 14 days; or

7.2.5 you have a legal right to end the contract because of something we have done wrong.

7.3 What happens if you end the contract without a good reason. If you are not ending the contract for one of the reasons set out in clause 7.2, the contract will end immediately but we may charge you reasonable compensation for the net costs we will incur as a result of your ending the contract

8. Our rights to end the contract

8.1 We may end the contract if you break it. We may end the contract at any time by writing to you if:

8.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

8.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services;

8.1.3 you do not, within a reasonable time, give us access to your property to enable us to provide the services to you;

8.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 8.1 we will refund any money you have paid in advance for services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

8.3 **We may stop providing the services.** We may write to you to let you know that we are going to stop providing the services. We will let you know at least 7 days in advance of our stopping the services and will refund any sums you have paid in advance for services which will not be provided.

9. If there is a problem with the services

9.1 **How to tell us about problems.** If you have any questions or complaints about the services, please contact us. You can contact us by telephoning our consumer service team at info@edgestructuraldesign.com or by writing to us at Edge Structural Design Limited, Chambers Business Centre, Chapel Road, Oldham, OL8 4QQ.

9.2 **Our guarantee in addition to your legal rights.** We offer the following goodwill guarantee which is in addition to your legal rights and does not affect them. In the unlikely event there is any defect with the services:

9.2.1 if remedying the defect as a result of the services is impossible or cannot be done within a reasonable time or without significant inconvenience to you we will refund the price you have paid for the services.

9.2.2 in all other circumstances we will use every effort to repair or fix the defect free of charge, without significant inconvenience to you, as soon as we reasonably can. If we fail to remedy the defect by this deadline we will refund the price you have paid for the defective services.

10. Fee and payment

10.1 **Where to find the fee for the services.** The fee of the services (which includes VAT) will be the fee set out in our quotation to you for the completion of the services. However please see clause 10.2 for what happens if we discover an error in the fee of the services you order.

10.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we provide the services, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.

10.3 **What happens if we got the fee wrong.** It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check fees before accepting your order so that, where the service's correct fee at your order date is less than our stated fee at your order date, we will charge the lower amount. If the service's correct fee at your order date is higher than the fee stated, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and not perform the services.

10.4 When you must pay and how you must pay. You must pay each invoice within 30 calendar days after the date of the invoice. We accept payment with bank transfer, cheque or cash.

10.5 We can charge interest if you pay late. If you do not make any payment to us by the due date (see clause 10.4) we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of the Bank of England from time to time. This 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. You must pay us interest together with any overdue amount.

10.6 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

11. Our responsibility for loss or damage suffered by you

11.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

11.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

11.3 When we are liable for damage to your property. If we are providing services in your property, we will make good any damage caused by us while doing so should this damage be due to any negligence by us. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

11.4 We are not liable for business losses. We only supply the services for domestic and private use. If you use the services or your property for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11.5 Our liability for loss or damage will be limited. Our liability for loss or damage will be limited to the amount that is reasonable for us to pay in relation to the contractual responsibilities of any other consultants, contractors and specialists appointed by you.

12. How we may use your personal information

12.1 How we will use your personal information. We will use the personal information you provide to us to:

12.1.1 provide the services;

12.1.2 process your payment for such services; and

12.1.3 if you agreed to this during the order process, to inform you about similar products that we provide, but you may stop receiving these communications at any time by contacting us.

12.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

13. Other important terms

13.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens.

13.2 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

13.3 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

13.4 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.

13.5 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.

13.6 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use.