PLANS 2 EXTEND

Plans 2 Extend Ltd Terms & Conditions

1) DEFINITIONS

"Goods" means any goods and/or services provided by the Company as ordered by the Client

"Company" means PLANS2EXTEND Ltd.

"Client" means the person, firm or company placing an order with the Company.

2) APPLICATION

These terms and conditions apply to any provision of services or materials by the Company to the Client.

3) FORMATION OF CONTRACT

All Goods sold by the Company are sold subject to the Company's standard terms and conditions (as detailed below) which form part of the Client's contract with the Company. Terms and conditions on the Client's order form or other similar document shall not be binding on the Company.

4) QUOTATIONS

The prices, quantities and delivery time stated in any quotation are not binding on the Company. They are commercial estimates only which the Company will make reasonable efforts to achieve.

5) ORDERS

5.1 Orders will be deemed to have been placed when an email confirmation has been received from a responsible client or person or a contract has been agreed and signed by the client

5.2 It is a requirement of the Company, that the email piece, online form or mail contract shall be approved by the company before an order can be confirmed and any data despatched.

6) RIGHT TO SUB CONTRACT

Unless otherwise agreed the Company shall be entitled to sub-contract all or any part of the work.

7) TIMETABLE

The Company will use its best endeavours to supply the services or materials within the quoted time (normally within a maximum of 28 days from order or otherwise as agreed) but time will not be of the essence within the contract.

8) COPYRIGHT

The Client acknowledges that the rights to the Goods are owned by the Company and that the Goods are protected by United Kingdom copyright laws, international treaty provisions and all other applicable national laws.

9) RISK OF LOSS

The risk of loss or damage to the Goods shall pass to the Client upon delivery of the Goods. The Client is responsible for the submission of the goods to the local authority for planning approval. The Company can without prejudice give opinions on the type of planning application that may apply.in respect of the client's plans.

10) PAYMENTS

10.1 All clients will be expected to pay for their services in accordance with the agreed contract. The agreed terms are 50% on signing the contract and the balance of the final payment on production of the agreed final proof of the drawings.

10.2 In the event of late payment, the Company may charge interest on the amount outstanding before and after judgement at the rate of five (5) percent above the Base Rate of Barclays Bank plc in force from the due date until the date of payment. In addition, invoices unpaid for more than 60 days after the invoice date will incur a surcharge of either £30 or 5% of the outstanding amount, whichever sum is greater.

10.3 If any amount of an invoice is disputed then the Client shall inform the Company of the grounds for such dispute within seven days of delivery of the goods.

10.4 The Company reserves the right to increase a quoted fee in the event that the client requests a variation to the work agreed.

10.5 The client and the Company are resolved to ensure that all disputes are resolved by the courts Dispute Resolution Services or by the appointment of a suitably qualified professional. The costs to be the joint responsibility of the client and Company.

10.6 The client is responsible for the payment of services to any other professional body to ensure that his goods are completed in accordance with all the relevant Planning and Building Regulations.

11) CANCELLATION

In view of the nature of the service, any order – once confirmed by the Company – is not cancellable. Cancellation of the Order by the Client will only be accepted on condition that any costs, charges and expenses already incurred, including any charges that will be levied by a sub-contractor on account of their expenses, work or cancellation conditions will be reimbursed to the Company forthwith.

12) DELIVERY

12.1 The majority of services as supplied by the company are despatched electronically by email and shall be deemed as having been delivered when the email has been opened by the client.

12.2 The Company reserves the right to substitute conventional delivery methods without notice or penalty should electronic despatch prove inconvenient; in which case delivery by the Company will be deemed to have taken place when the materials are handed to the custody of the Client at his premises or to a deputed messenger or courier when posted. The Company will be entitled to charge the Client for any expenses of delivery other than normal postage charges.

13) NOTICE

All written notices to be served on or given to the client shall be sent or delivered to the client's premises

As detailed on the contract and shall be treated as having been given upon receipt.

14) LOSS OR DAMAGE TO SUPPLIES

The Company will take all reasonable steps to ensure the protection from loss, damage or destruction of the services or materials it supplies to the Client (or which may be received from the Client).

15) USAGE OF THE SERVICES OR MATERIALS

15.1 The Client shall bear responsibility for ensuring that all usage of information contained within any service as provided by plans2 extend Ltd is in accordance with, and does not contravene, any Data Protection or other laws, regulations or other trade customs and practices. The Company bears no liability for any omissions or faults in these respects.

16) CONFIDENTIALITY

Both parties shall maintain strict confidence and shall not disclose to any third party any information or material relating to the other or the other's business which comes into that party's possession and shall not use such information and material without written permission by the other party. This provision shall not, however, apply to information or material which is, or becomes, public knowledge by means other than by breach by a party to this clause.

17) EMPLOYMENT OF PERSONNEL

Subject to the prior written consent of the Company the Client shall not induce to employ, whether as an employee, agent, partner or consultant, any employee of the Company directly associated with delivery of the Goods.

18) WARRANTY

18.1 The Company warrants that it has the right to provide the Goods but otherwise the Goods are provided on an "as-is" basis without warranty of any kind, express or implied, oral or written including, without limitation, the implied conditions of merchantable quality, fitness for purpose and description, all of which are specifically and unreservedly excluded. In particular, but without limitation, no warranty is given that the Goods are suitable for the purposes intended by the Client.

18.2 The Company warrants that the Goods will be supplied using reasonable care and skill. The Company does not warrant that the Goods supplied are error-free, accurate or complete.

18.3 Both parties warrant that they are registered under the Data Protection Act in respect of the collection, processing and use of the Goods. Each party will comply with the Act including but not limited to its obligations in respect of any personal data which it may supply to or receive from the other party.

18.4 The Client acknowledges that the Company is required to uphold at all times, in letter and in spirit, the British Codes of Advertising and Sales Promotion.

19) LIMITATION OF LIABILITY

19.1 The Company shall not be liable for any claim arising out of the performance, non-performance, delay in delivery of or defect in the Goods nor for any special, indirect, economic or consequential loss or damage howsoever arising or howsoever caused (including loss of profit or loss of revenue) whether from negligence or otherwise in connection with the supply, functioning or use of the Goods. Any liability of the Company shall in any event be limited to the licence fees paid by the Client in the year in which the event of default arises.

19.2 Nothing herein shall limit either party's liability for death or personal injury arising from the proven negligence by itself or its employees or agents.

19.3 The Client shall fully indemnify the Company against any liability to third parties arising out of the Client's use of the Goods.

20) FORCE MAJEURE

The Company will not be liable to the Client for any loss or damage suffered by the Client as a direct result of the Company, its sub-contractors or the list-owner from whom the sample or other service or material is derived being unable to perform the Contract in the way agreed by reason of cause beyond its control including Act of God, accident, war, riot, lockout, strike, flood, fire, power failure, breakdown of plant or machinery, delay in transit, postal delay, or any other unexpected or exceptional cause or circumstance.

21) GOVERNING LAW

These Terms of Trading shall be subject to and construed in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English courts. For the service of any legal document these are to be forwarded to Paul Burns, please request forwarding address.

IMPORTANT NOTICE TO CLIENTS

We wish to clarify the terms of the responsibility of Plans2extendLtd.

Primarily Plans 2 Extend ltd provide plans for submission to Local Authorities for planning approval.

Plans 2 Extend also provide Building Regulations for the submission to an approved Building Regulations Company, or to the Building Control Department in your Local Authority.

Project files

The company will not release DWG files and remains the property of the company. PDF drawings will be available for the clients use.

Recommendations made by plans2extendltd.

If a client of plans2extend seeks the advice on a choice of a contractor, then any recommendation is offered without any liability to Plans 2 Extend Ltd. The choice of contractor is ultimately and solely the responsibility of the client.

It is the responsibility of the nominated contractor to read and familiarise themselves on the approved plans and all notations before work commences.

Advice:

Plans 2 Extend Ltd will if required provide free advice to its clients and if required to the clients nominated builder. Any advice given will be via phone.

Plans 2 Extend are not responsible for any errors, mistake, or misinterpretation of an approved drawing.

Plans 2 Extend ltd do offer a site service. The fee for this service will be provided on request.

Construction work

Your chosen contractor is solely responsible for the delivery of your project. He must be competent to undertake the work detailed on your Building Regulation Drawings. Your nominated contractor should provide you with a written quotation. with an agreed payment structure. He should also have appropriate insurance to under take your project.

Contract Variation

Clients should realise that construction work follows recognised drawings, they should also understand that flexibility is necessary. If a project needs to be varied then this should be considered appropriate.

Remember the Building Control officer will not pass a project unless it conforms to the appropriate Building Regulation.

It should also be noted that additional work that is not prescribed on the drawings needs the approval by the client. Any additional cost must also be authorised by the client before proceeding. Plans 2 Extend Ltd are not responsible for any liability of cost unless a case of negligence is proven.