

# Bikebox (Mild Steel)

## Terms and Conditions & Installation Agreement

Thank you for purchasing a Bikebox from Bikebox Works Ltd and our installation team (the Supplier). Your purchase assumes that you or your appointed agent (the Customer) agree to all the following terms and conditions. If you do not, do not sign this Installation Agreement, instead please contact us in writing prior to fabrication of your order to cancel your order for a full refund. The Supplier will notify the Customer when the fabrication schedule is confirmed.

### 1 Planning and Building Regulations

- 1.1 Planning approvals are the responsibility and cost of the Customer. The Supplier will not be responsible for planning approvals or planning application process.
- 1.2 By purchasing this product the Customer agrees that unit will contain NO sleeping accommodation.

### 2 Site measurements

- 2.1 The Bikebox is a modified design and custom measured unit, bespoke to the Customer's garden dimensions. As such, accurate site measurements will be required. The Supplier will guide you through the measures required through the design process. The Supplier can conduct a site survey on the Customer's behalf for additional fees.

### 3 Delivery & Installation

- 3.1 Time shall not be of the essence in this contract. The Supplier always uses their best endeavours to deliver/install, within the 'Delivery within approximately' timeframe shown on the Customer's copy of the order confirmation. The Supplier will contact the Customer to agree a delivery/install date prior to actual delivery/installation. In the unlikely event that something delays the Customer's delivery/install, the Supplier will reorganise the delivery/install date within a reasonable period of time.
- 3.2 The Supplier cannot give timed deliveries, although typically deliveries will be in the morning, to coordinate with the installation process.
- 3.3 Please ensure that the Customer is available to receive delivery on the day.
- 3.4 The Customer must advise the Supplier if there are access difficulties or delivery restrictions at the point of placing an order, or before fabrication commences. The Supplier may deliver with a 7.5 Ton HGV flatbed truck. Depending upon the size, a product can typically weigh between 1.0 and 4.0 tonnes. If delivery cannot happen due to foreseeable problems such as access restrictions, width of road etc, the Supplier will charge the Customer an attempted delivery/installation fee, unless prior written notice that this type of vehicle will not be capable of delivering to the Customer's site.
- 3.5 The Customer is to provide legal parking facilities for all delivery vehicles for the duration of

the work carried out. If roadside parking is chargeable it is the responsibility of the Customer to provide parking permits or pay for parking as necessary.

- 3.6 The Supplier will carry the goods up to 100m from the delivery vehicle (safely parked at kerbside) onto the Customer's property providing that access allows this, as set out below:
- 3.7 A clear route must be available for the Supplier to carry the goods from the kerbside to the installation base. The route must be at least 750mm wide, free from obstructions (e.g. sharp corners, walls/fences, trees, overhanging obstacles) and allow good footing by the Supplier (e.g. not have slip or trip hazards, steep inclines or declines). Damage to lawns, flower beds etc. on or adjacent to a narrow or difficult access route will be the responsibility of the Customer. Adequate space should be available to place the goods and work within to install the product at the end of the route.
- 3.8 In the event that the only route available is to carry the items through the Customer's decorated building, the Customer must make the Supplier aware of this. The Supplier is unable to accept responsibility for damages that may occur and, if required the Supplier can arrange to deliver the goods before the date of installation (at no extra cost) for the Customer to carry from kerbside through the building prior to the Supplier arriving on a later day (typically the following day).

#### **4 Health and Safety & the Space required for Installation**

- 4.1 The Supplier places great emphasis on Health and Safety and will carry out a Generic Risk Assessment upon arrival on the day of installation.
- 4.2 The following conditions are required to carry out the installation;
  - 4.2.1 There is at least .6m of space at the front of where the Bikebox will be assembled.
  - 4.2.2 There are no dangerous obstructions where the Bikebox is to be assembled.
  - 4.2.3 There are no unreasonable obstructions, slip or trip hazards between the area of unloading and the area of installation.
  - 4.2.4 There are no obstructions within the footprint of the proposed Bikebox.
  - 4.2.5 The base/site must be unobstructed and level to within tolerances outlined in 'Base preparations' across its entirety.
  - 4.2.6 There are no live cables (except underground or fully armoured cables) within 8m vertically and within 10m horizontally of any part of the Bikebox to be assembled.
  - 4.2.7 There is reasonable access to, and use of; water, electricity and toilet facilities for the Supplier whilst on site.
- 4.3 The Customer or their agent will NOT carry out any additional work during the installation of their purchase. This includes treating the product, installing insulation, any electrical work etc.
- 4.4 The Customer will not prevent or obstruct the Supplier or delivery personnel from carrying out their jobs.
- 4.5 The Customer will keep all other people, children and/or domestic animals or livestock away from the work site from the start of the installation until completion including overnight/s. If the Customer needs to cordon off the area in order to do this then this is the Customer's

responsibility.

- 4.6 Should the Supplier's be unable to continue working due to a breach of these terms they may be removed from site to return at a later date.
- 4.7 The Customer as the site owner/occupier may be liable should anything occur upon the site which is outside of our control and results in injury. Please check your household insurance to ensure that you are covered for such eventualities.

#### **5 Base Preparation**

- 5.1 The base for the Bikebox needs to be level (+/-1cm across its length and/or width) and of a sufficient size, as agreed during the design process.
- 5.2 The base needs to be sufficiently hard for the Supplier to work upon safely; if a concrete base is used, it is recommended that a minimum of 3 days curing time is given prior to installation commencing.
- 5.3 The Supplier will check the level and size of the base and whether or not it is sufficiently hard for installation to commence. If the base is not prepared to the correct requirements, the Supplier will discuss this with the Customer and either ask the Customer to sign a disclaimer to allow the Supplier to continue work, if possible, or charge the Customer for the delay caused and return on another date once the problems have been rectified.
- 5.4 The Supplier is not responsible for inspecting the structural integrity of the base to support the Bikebox for ground movement. Any problems with the products that arise from inadequate support from the base are the responsibility of the Customer.
- 5.5 For Guidance on how to build a base, the Supplier will provide 'Base Preparation Guidelines' on request.

#### **6 Payment**

- 6.1 Estimate/Quote is valid for a period of 3 months from date of estimate and is subject to review thereafter.
- 6.2 Propose quote is an estimate based on drawing concept provided.
- 6.3 A proforma invoice will be issued and confirm the final fabrication measurements and costs. 50% of the invoice to be received as acceptance of Order.
- 6.4 Payment must be made in full upon prior to installation of the Customer's order. The Supplier will confirm the fabrication schedule.
- 6.5 Payment is to be made by bank transfer, remotely, or by cash (exact change). Cheques, Bankers Draft or Printed Building Society Cheques are not accepted as cleared funds and must be received by the Supplier a minimum of 15 working days before delivery/installation.
- 6.6 All good remain the property of the Supplier until is received in full.

#### **7 Additional Costs**

- 7.1 The Supplier will assess the weather conditions during the installation process. If, in the Supplier's reasonable view, conditions do not allow installation to continue, the Supplier may leave site and return at a later date to complete the work. In these circumstances any additional time taken will be at the Supplier's cost.

- 7.2 If the Supplier is delayed or have to leave site for any reason through a breach of terms by the Customer (such as inadequate access, insufficient/restricted storage or working space, health and safety concerns, base problems etc., as outlined in the terms of this agreement) all reasonable applicable costs incurred by the Supplier will be charged to the Customer (such as attempted delivery costs and/or installation costs), and payment will be required before the Supplier will re-commence work.
- 7.3 A typical charge for 1 lost installation day for a two-person installation team can be £700, for a three person team £950.
- 7.4 A typical attempted delivery cost can be between £250 and £385.
- 7.5 These charges will vary and reflect the Supplier's true costs in each case. Please note: the delivery/install cost noted on an order/invoice does not show the true cost of delivery/install.
- 7.6 Should delivery be possible, and carried out, but installation is not possible due to a breach of terms by the Customer then only the installation charge will apply.
- 7.7 In cases where delivery is not possible due to a breach of terms by the Customer then by default installation will also not be possible and both charges may apply.

#### **8 Other Additional Costs - Rescheduling of pre-agreed installation date**

- 8.1 The Supplier will book installation dates in advance for Customer convenience and to ensure economical use of staff and vehicles fits within the agreed price. Cancellations without due notice reduce will incur charges.
- 8.2 Charges for cancellation or re-arrangement of a pre-agreed installation date are as follows:
- 3 working days notice is £90
  - 2 working days notice is £150
  - 1 working days notice is £250
- 8.3 Due to the nature of installation, the Supplier is unable to guarantee any specific start or completion dates, but will use our best endeavors to complete the work in the shortest time possible once installation has started.

#### **9 The Customer's Right to Cancel**

- 9.1 The Customer's right to cancel ends on the expiry of a period of 14 calendar days after the order has been placed, or sooner if fabrication has commenced and the customer has signed the Installation Agreement to indicate that the service should begin within the cancellation period; in this case, the Customer waives the right to cancel.
- 9.2 The product is bespoke fabrication, and as such is non-refundable and non-returnable.
- 9.3 Fabrication delays will not be taken as an acceptable reason for the Customer to cancel the order. The Supplier will endeavour keep the Customer informed of any substantial changes in delivery timeframes.
- 9.4 Any notification of cancellation must be made in a clear statement in writing to the Supplier, either by post to Bikebox Works Ltd, 124 Durrington Road, London E5 0HS, or email to Tracey@bikeboxworks.com. In case of dispute it is the Customer's responsibility to show when/if the contract was cancelled.

#### **10 Cancellation by the Supplier**

- 10.1 The Supplier may cancel if unable to supply the agreed design due to material availability or other fabrication issues outside of the control of the Supplier.
- 10.2 The Supplier may cancel the order if the Customer fails to pay for the goods as outlined in the section 'Payment'.
- 10.3 If the Supplier cancels the Customer's order the Supplier will notify the Customer and will refund payments received within 14 days.
- 10.4 The Supplier will not be obliged to offer any additional compensation for disappointment suffered by the Customer.

#### **11 Location of Installation**

- 11.1 The Supplier will install the Bikebox on the prepared base; see 5 Base Preparation.
- 11.2 The Supplier advises that the Customer should be present at all times during the installation. If the Customer is not on site at any time during the build then the Supplier will use best judgement regarding the final assembly.
- 11.3 The Supplier will not reposition items once the Bikebox is part or fully built, or onto an unsuitably prepared base.
- 11.4 The Customer will need to be on site once the installation is completed, see terms 12.1 & 12.2.

#### **12 Completion of Installation**

- 12.1 On completion of the installation, the Bikebox must be inspected by the Customer with the Supplier. At the same time, or before the Supplier leaves the site, the Customer will be given a Completion Certificate to sign. Should there be any issues with the installation please note them on this document prior to signing it. If no notes are made to the contrary then the job is complete and deemed to have been finished to a satisfactory standard.
- 12.2 If at the completion of the installation, the Customer is not on site to inspect the installed product and sign the Completion Certificate, the Supplier will deem to have been finished to a satisfactory standard and any issues that subsequently arise from parts or functions that would normally have been checked off with the Customer, but may be caused by something other than improper installation, will be the responsibility of the Customer.

#### **13 Treatment and Maintenance – Mild Steel**

- 13.1 The Bikebox is made of mild steel and is a material chosen to oxidise (rust) intentionally. It is also a material that will age at different rates and with variance in markings across the sheets of metal. The product will not weather, or oxidize, at a uniform rate or quality. This is the nature of the material and is not considered a defect of the product.
- 13.2 Once the desired oxidisation has taken place, typically 6-12 months after installation, all exposed metal should be treated with Linseed Oil (Owatral Rust Inhibitor is our recommended solution). It is important that the Customer treats all metal to arrest the oxidisation process. Failure to do this will cause excessive rusting over time and will not be considered a manufacture's defect.

- 13.3 Treatment will darken the rust effect and any other applied cladding.
- 13.4 The Customer will be advised of the appropriate on-going treatment schedule for the Customer's specified finish at the time of installation. Treatment and Maintenance is not part of the Supplier's installation service, even if the Customer has bought the treatment from the Supplier.

**14 Rectifying defects**

- 14.1 The Supplier will supply goods that are in conformity with the contract and agreed with the Customer. However, should any defect occur with the product within a year after delivery/installation please contact the Supplier in writing.
- 14.2 Please note that any problems that occur due to the natural properties of the materials are not defects; please see 'Important' section and 'Maintenance' section for more information, although this information is not exhaustive.
- 14.3 The Supplier will request clear photos to illustrate the reported defect and its cause so that the Supplier can determine the means to rectify it prior to any rectification. This may involve taking photos of parts of the Customer's product which the Customer may believe is unconnected to the defect but which may nevertheless be the cause of it.
- 14.4 If a defect occurs which is the fault of the Supplier, the Supplier will give the Customer appropriate options which may include replacement or repair.
- 14.5 Where the defect is deemed to be the Customer's fault for any reason e.g. unsuitable base/site, poor maintenance, use of defective materials supplied by the Customer after installation, or misuse of the product, any rectification will be agreed and chargeable to the Customer.
- 14.6 If the Customer does not give the Supplier a reasonable opportunity to rectify any defect, the Supplier in any case will not reimburse the Customer if the Customer chooses to rectify directly or with a third party.

**Reaching the Supplier:**

- 14.7 For all enquires please write to the Supplier detailing your query through either e-mail at Tracey@Bikeboxworks.com or post your enquiry to Bikebox Works Ltd, 124 Durrington Road, London E5 0HS.
- 14.8 The Supplier is committed to protecting the Customer's privacy. The Supplier will only use the information collected about the Customer lawfully (in accordance with the Data Protection Act 1998).

**15 Invalidity/Severability**

- 15.1 If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy it will be severed from the Agreement. All other terms and provisions of this Agreement shall nevertheless remain in full force and effect.

**16 Important:**

- 16.1 The development and appearance of the natural properties of mild steel are not defects with the product/s and are not a reason for trying to claim for repairs, replacements or refunds. The Supplier supplies steel products designed for external garden use and the designs take into account the structural integrity of steel's natural properties.
- 16.2 As a bespoke product, it is made for the Customer and non-refundable and non-returnable.
- 16.3 The Supplier's product is not a conditioned space, so it will have fluctuations in humidity and should not be considered a dry storage unit.
- 16.4 If it is the Customer's intention to organise for a third party to carry out work on the Bikebox once it has been installed then please ensure that this takes place once the installation has actually been completed.
- 16.5 Please be aware that there may be differences between the products on display at previous installations or as shown on our website, and the goods which are supplied, as our designs are bespoke and fabricated to meet each clients' specific condition.
- 16.6 In the event of conflict between these Terms and Conditions and any statement made by a representative of the Supplier, these Terms and Conditions shall take precedent.
- 16.7 These Terms and Conditions can only be amended in writing by a Director of Bikebox Works Ltd.

**17 Customer Acceptance & Order Confirmation**

- 17.1 Acceptance of the above Terms & Conditions is required before the Supplier will proceed with fabrication of your order.
- 17.2 Confirmation of the Customer's order and approximate delivery time will be acknowledged once full payment is received.

Customer  
Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_