

Terms and Conditions

1. Interpretation

In these conditions, the following definitions apply:

2. Additional Cost – any further costs or charges incurred by the Supplier in supplying the Services, payable by the Customer under clause 5.
3. Business Day – a day (excluding Saturdays, Sundays and public holidays) when banks in London are open.
4. CDM Regulations – the Construction (Design and Management) Regulations 2015, as amended.
5. Charges – fees payable by the Customer as set out in clause 5.
6. Commencement Date – the date of acceptance of the Order as defined in clause 2.2.
7. Conditions – these terms and conditions, including any amendments.
8. Contract – the agreement between the Supplier and Customer for Services.
9. Customer – the person or firm purchasing Services from the Supplier.
10. Deliverables – items or documents produced as part of the Services.
11. Intellectual Property Rights – all forms of IP, whether registered or unregistered.
12. Order – the request for Services submitted by the Customer.
13. Quotation – the Supplier's estimate of costs, services and specifications.
14. Services – the structural calculation, products supplied and consultancy services provided.
15. Specification – a description or schedule of the Services.
16. Supplier – Steelcrest Buildings Ltd, registered in England and Wales.
17. Interpretation rules apply as per industry standard – inclusive of successors, legislation references, and parties.

18. Basis of Contract

19. The Order is an offer by the Customer to purchase Services.
20. Acceptance is effective upon written confirmation by the Supplier, creating the Contract.
21. The Contract is the entire agreement. No reliance shall be placed on external materials unless expressly incorporated.
22. These Conditions override all others.
23. Quotations are valid for 60 days.
24. Linked Orders are part of the original Order under these terms.

25. Supply of Services

26. Services delivered per the Specification.
27. Timelines are estimates.

- 28. Supplier may make lawful or necessary changes without materially affecting quality.
- 29. Services provided with reasonable care and skill.

30. Customer Obligations

Customer must:

- 31. Provide accurate Order/Specification details
- 32. Cooperate fully
- 33. Provide necessary access and facilities
- 34. Supply required information under health and safety law
- 35. Fulfil any other obligations per the Quotation
- 36. If Customer defaults, Supplier may suspend Services and seek compensation for any resulting losses.

37. Charges and Payment

- 38. Charges per Order, subject to reasonable re-measurement.
- 39. Expenses and third-party costs are payable by the Customer.
- 40. Rates may increase annually with 3 months' notice.
- 41. Additional Costs, including site requirements, are chargeable.
- 42. Interim invoices may be issued.
- 43. Payment terms:
 - 44. Within 15 days of invoice date
 - 45. In full and cleared funds
 - 46. Time is of the essence
- 47. Interest on overdue sums at 4% above HSBC base rate, compounded quarterly.
- 48. Non-payment may result in suspension of Services.
- 49. Intellectual Property remains with Supplier until full payment.
- 50. No deductions or withholdings permitted. No main contractor discount.
- 51. Supplier is within CIS for applicable project services.
- 52. No retention-based reductions apply.

53. Intellectual Property Rights

- 54. All IP created belongs to the Supplier.
- 55. Use of third-party IP subject to proper licensing.

56. Confidentiality

- 57. Each party must keep confidential information strictly confidential and limit disclosure to necessary personnel only. Obligations survive termination.

58. Limitation of Liability

59. Nothing in this agreement shall limit or exclude the Supplier's liability for death or personal injury caused by its negligence, for fraud or fraudulent misrepresentation, or any other liability that cannot be lawfully excluded.
60. The Supplier shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect, special, incidental, punitive, or consequential losses or damages, including but not limited to loss of profit, loss of revenue, loss of anticipated savings, or loss of opportunity.
61. The Supplier's total aggregate liability under or in connection with this agreement shall be limited to the lesser of:
 - (i) ten times the total amount invoiced by the Supplier for the specific project giving rise to the claim, or
 - (ii) £1,000,000.
62. All warranties, representations, conditions, and all other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.
63. The Supplier's liability shall be limited to the extent of its contributory fault and proportionate responsibility, assuming that any other parties involved have accepted similar limitations and responsibilities.
64. This clause shall survive the termination or expiration of this agreement.

65. Termination

Either party may terminate immediately if the other:

66. Commits a material breach
67. Becomes insolvent or bankrupt
68. Ceases to trade or threatens to do so
69. Supplier may terminate for non-payment.
70. Either party may give 3 months' written notice.
71. Supplier may suspend Services for Customer default or insolvency risks.

72. Consequences of Termination

On termination:

73. Customer must immediately pay all sums due.
74. Return or allow retrieval of unpaid Deliverables.
75. All accrued rights remain.
76. Continuing obligations survive.

77. General

78. Force Majeure: Supplier not liable for delays due to events outside reasonable control.
79. May terminate after 24 weeks of interruption.
80. Assignment: Supplier may assign; Customer may not without consent.
81. Notices: Must be in writing, via post, courier, or email.

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Engineering Solutions for the Construction Industry

- 82. Waiver: Must be in writing. No implied waivers.
- 83. Severance: Invalid clauses do not affect the rest.
- 84. No Partnership: Nothing in this Contract constitutes a partnership.
- 85. Third Parties: No third-party rights exist.
- 86. Variation: Only valid if signed by a Director.
- 87. Governing Law: English law applies. Courts of England and Wales have exclusive jurisdiction.