



Terms & Conditions

These terms and conditions ("the Conditions") shall form part of and govern any contract ("the Contract") resulting from any invoice including the invoice of which these conditions form part ("the Invoice") issued by MAC Construction Ltd ("the Company") to any person, firm, company, governmental or other authority ("the Customer") for any of the company's services ("the Services").

1. General

No variation or waiver of these Conditions or of the Contract shall be binding upon the Company unless the same has been agreed by the Company in writing and signed by a duly authorised officer of the Company.

The Company reserves the right to correct any typographical or clerical errors in quotations, specifications or the Invoice.

Information contained in catalogues, brochures, quotations or any other publicity literature is only given as an approximate estimate and may be varied or amended by the Company at any time without notice.

2. Prices

The price of Services/Goods shall be the price on the Customer's quotation and/or signed order.

All Prices:

- State whether they are Exclusive of Vat or other turnover tax
- Are subject to alteration without notice
- Are valid for 30 days from quotation unless otherwise agreed.
- Contract sums exclude decoration/painting unless otherwise stated. If decoration is included, it allows for a white finish unless stated otherwise.
- Any soffits/fascia's and gutters allowed for are white upvc unless otherwise stated.
- The price on a fixed quotation cannot be reduced due to time on site being less than originally predicted. Prices are not purely based on site man hours but on all aspects of the business.

3. Day Rates

Day rate is chargeable at the current rate:

2022 £260 per day

2023 £280 per day

Day rate can be broken down into half days; less than this will be rounded up.

Day rate work includes time on site (operatives and management), travel time, collection of materials and prepping/cleaning/clearing.

Our operatives keep timesheets, so the time is recorded and will be billed once the office collate the timesheets.

Materials purchased within a day rate agreement will have a percentage added to the cost. Whilst time of each task can be estimated, it cannot be fixed and will be charged at the actual time taken inclusive of elements listed above.

4. Payment

We offer staged payment terms, subject to contract.

Invoices require full payment within 7 days from invoice date unless otherwise agreed.

In the event of cancellation of an order by the Customer, on less than 14 days' notice prior to delivery, the Buyer will forfeit the deposit or if no deposit has been paid will be invoiced up to half (1/2) of the invoice price by the Company.

5. Acceptance

The Customer's Order/email shall be deemed to incorporate these Conditions. If the Customer's Order states any condition or term not specifically included herein it shall not be deemed to be accepted by the company unless and until confirmed in writing by an authorised representative of the company.

6. Performance

Completion times specified are given by way of estimate only and in no circumstances shall the Company be liable for any delay or consequential loss arising to the Customer or third parties as a result thereof. The Company reserves the right to delay or suspend work if the Customer fails to observe the payment terms in the Conditions or if the Customer fails to supply relevant information and documents required to the Company in time to meet the Completion Date or fails to obtain any required official or third party consents necessary for execution of works.

The Company may undertake in writing, in certain cases to do its utmost to comply with a certain delivery/completion date but even in these cases any liability of the Company and any agent of the Company shall be excluded in the event of force majeure or legislation, decrees or orders of any government or country, if the Company shall be prevented from fulfilling its obligations then it may give notice thereof to the Customer and its obligations under the contract.

7. Reservation of Titles

Title to Goods installed by the Company shall not pass to the Customer until the payment in full for those Goods has been made. In the case of delivery by instalments, where payment in full has been made for the relevant instalments.

The Company reserves the right of immediate re-possession of any Goods to which it has retained title, the Customer hereby grants an irrevocable right and license to the Company employees and agents to enter upon all or any of its premises with or without vehicles during normal business hours.

All risks in the goods shall pass to the Customer on delivery but the legal and beneficial title to the goods shall not pass to the Customer until all monies owed by the Customer to the Seller have been paid in full.

8. Specification, Warranty and Liability

The assessment of the Goods/Services suitability, quality and fitness for purpose is the Customer's responsibility irrespective of any specifications, formulations, data, literature and statements as to content, suitability, performance or otherwise, issued, and description and samples given, by the Company.

Services are supplied on condition that the Customer undertakes at all times to take notice of and comply with (and draw to third parties' attention and require them to take notice of and comply with) all instructions and recommendations issued with or contained on or relating to the Services or relevant data sheets, and all reasonable and prudent precautions as to installation, use, maintenance, cleaning and otherwise. For the avoidance of doubt, where the Goods comprise internal or external Balustrades, the Buyer shall be responsible for ensuring that such equipment is properly installed by a qualified individual. Where the Goods comprise internal or external lighting or involve electrical connections, the Buyer shall be responsible for ensuring that such equipment is properly installed by a qualified electrician. Where the Buyer carries out or procures installation, The Company Shall not be liable to the Buyer or any third party for any loss or damage which arises from the installation and/or use of such equipment.

All sizes, colours, finishes and any other descriptions or specifications published in any brochures, promotional or other information published in any medium are as accurate as possible within normal manufacturing tolerances and, in keeping with its policy of continual development. The Company reserves the right to alter such specifications and to supply Goods to the Buyer reflecting such altered specifications without prior notice provided that such alterations do not materially affect the characteristics of the Goods. Slight deviations within accepted tolerances shall not entitle a Buyer to cancel an order, return Goods or claim compensation.

Timber will be chosen to match as accurately as possible. However the Buyer recognises and acknowledges that, if different base timbers are used or if woods of differing ages are utilised there may be a variance of grain pattern which gives a slight difference of colour when stained or treated.

The Customer shall be responsible for ensuring the suitability of any installation advice given by the Company.

Any typographic, clerical or other error or omission in sales literature, quotation or price list, acceptance of offer, invoice or other document or information issued by the Company shall be subject to correction without any liability on the part of the Company. Subject as hereinafter provided the Company shall be under no liability of whatsoever kind howsoever caused whether or not due to the negligence or wilful default of the Company or its servants or agents arising out of or in connection with the Contract. All conditions, warranties or other terms, whether express or implied, statutory or otherwise, shall be hereby expressly excluded provided that nothing in this paragraph shall exclude or restrict any liability of the Company for death or personal injury resulting from the negligence of the Company or its servants or agents.

The Company shall not become liable to the Buyer by reason of any contemporaneous agreement the Buyer has with its customers or with the Company's suppliers unless the Company has expressly accepted the same in writing.

9. Installation and Site Work

The customer is responsible for the cost of utilities (electricity/gas and water) during the construction period.

Where the Company undertakes work or provides labour (which may be sub-contract) at the Customer works or elsewhere (not in their exclusive occupation) the Customer shall indemnify the Company against all liability (including without limitation in respect of employee or other third party claims) arising directly or indirectly from defects in or unsuitability of the works or site or of materials (other than that provided by the Company) Or from negligence or breach of statutory duty of the buyer or his/her employees or any third party (other than the Company's employees) and howsoever arising.

Where the Company installs, maintains, repairs or tests any Goods, the Customer shall bear the total cost and provide (at the Customer expense) all relevant information and such facilities as the Company may require.

The Customer shall be responsible for ensuring compliance with all statutory requirements and third party rights in connection with the siting, installation, erection and use by the Company of Goods, or the provision by The Company of Services, to the Buyers order and shall indemnify the Company accordingly.

10. Intellectual Property

All intellectual Property Rights in relation to the Goods and the Services, Design Software & Designs, data sheets, packaging and literature shall remain the property of the Company and no license (except as to the use for which their Goods or Services are supplied) shall be implied.

The Customer or his/her agents shall not at any time alter or deface the Company's name, logo or trademarks or contrast them with any other mark likely to cause confusion.

The Customer warrants that all designs, provided by the Customer for the Company to build in accordance with, are the intellectual property of the Customer or an adaptation of a standard design with the original manufacturer's consent. The Customer will indemnify the Company against any costs or claims for breach of any third party intellectual property rights.

If any claim is made against the Customer that the goods or Services infringe or that their use or resale infringes the Intellectual Property Rights of any other person, then unless the claim arises from the use of any drawing, design or specification supplied by the Customer, the Company shall indemnify the Customer against all loss, damages, costs and expenses awarded against or incurred by the Customer in connection with the claim, or paid or agreed to be paid by the Customer in settlement of the claim, provided that;

The Company shall not be liable for loss of profit, loss of business, depletion of goodwill, damage to reputation or otherwise or other economic loss(whether direct or indirect) or any special or indirect losses, costs, expenses or other claims for special compensation whatsoever (how so ever caused) which arise out of or in connection with such a claim;

The Company is given full control of any proceedings or negotiations in connection with any such claim;

The Customer shall give the Company all reasonable assistance for the purposes of any such proceedings or negotiations;

except pursuant to a final award, the Customer shall not pay or accept any such claim, or compromise any such proceedings without the consent of the Company (Which shall not be unreasonably withheld);

the Customer shall do nothing which would or might vitiate any policy of insurance or insurance cover which the Buyer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Customer recovers any sums under any such policy or cover (which the Customer shall use its best endeavours to do);

The Company shall be entitled to the benefit of, and the Customer shall accordingly account to the Company for, all damages and costs (if any) awarded in favour of the Buyer which are payable by, or agreed with the consent of the Customer (which consent shall not be unreasonably withheld) to be paid by any other party in respect of any such claim and without prejudice to any duty of the Customer at common law. The Company shall be entitled to require the Customer to take such steps as the Company may reasonably require to mitigate or reduce any such loss, damages, costs or expenses for which the Company is liable to indemnify the Customer under this clause.

11. Defective Works, Limitation of Liability and Indemnity

The Company warrants works/goods will conform in all material respects to their specification and will be free from defects in design, material and workmanship under normal conditions of use for a period of 12 months from the date of their initial use or 12 months from delivery, whichever is the first to expire provided that the defect is not attributable to fair wear and tear or any fault or damage arising from impact, modification, accident, neglect, abnormal working conditions, inappropriate working conditions, inappropriate use or treatment, inappropriate installation, inappropriate use of fixings or incorrect handling or exposure to such other substances as may be injurious to such materials.

The Company shall not be liable for a breach of warranty if:

- The total price for the goods/works has not been paid by the due date for payment
- The Customer makes further use of Goods after becoming aware of defect
- The Customer alters or repairs the Goods/works undertaken without prior written consent of the Company.

12. Data Protection

The Company reserves the right to hold the Customer's personal details for contact and invoicing purposes. This information includes Customer name, address, email address and contact telephone numbers.

13. PROPER LAW AND JURISDICTION

The Contract shall be governed in all respects by the Law of England, Northern Ireland, Scotland and Wales and the Company and the Buyer hereby irrevocably submits to the exclusive jurisdictions of the English Courts.