

Terms & Conditions

General

- ❖ **Contract**
 - These are the standard Terms & Conditions of andwis lifts Limited, referred to as 'the Lift Contractor' herein after.
- ❖ **Price**
 - All prices are quoted Net.
- ❖ **Retention**
 - Excluded where a LEIA Contract Guarantee will be provided in lieu
- ❖ **Liquidated and ascertained damages (LADs)**
 - Subject always to clause 6.3, where it is determined a delay has been caused by the Lift Contractor and following an assessment of responsibility and extent of such delay, LADs shall be limited to 1% of the sub-contract value of the lift affected by the delay, per week, up to a maximum of 10 weeks. This shall constitute the Lift Contractor's sole and exclusive financial liability for such delay. The Purchaser shall not be entitled to recover any general damages or other financial compensation arising from delay, whether under contract, tort, statute or otherwise.
- ❖ **Dayworks**
 - Rates and percentages are the LEIA rates current at the time the work is carried out.
- ❖ **Payment terms**
 - 30% on order, 30% mid-way through manufacture, 30% on notification of availability to deliver and 10% immediately following test and prior to handover. See also Clause 10, Payment Terms.

Programme

- ❖ **Lead Times**
 - Lead times are indicative, subject to agreement on a per lift basis, approvals, payments and site conditions. Any Building Safety Act 2022 (BSA) delays are the complete responsibility of the client and may incur charges and changes to programme.
- ❖ **Drawing issue**
 - Typically, 4 working weeks from receipt of order and full building drawings for a single lift. Multiple lifts projects subject to agreement based on programme requirements.
- ❖ **Manufacture**
 - Minimum 16 weeks for (excluding shutdown periods and any required bespoke finishes)
- ❖ **Notice to commence on site.**
 - There are opportunities up to 14-16 working weeks (excluding Summer and Winter shutdown periods from scheduled commencement to delay the delivery.
 - Thereafter delivery is scheduled for the required commencement. Should site conditions delay our delivery, then off-site material valuation is required with storage costs being borne by our employer.
- ❖ **Mobilisation**
 - All start dates to be confirmed on projects with multiple lifts on an individual lift basis.
 - Drawing and delivery time frames given in terms of typical weeks does not mean that sites with multiple lifts will be installed concurrently.
 - All mobilisation dates to be confirmed on launch of lifts to manufacture by the Lift Contractor's project team.
 - Time to remobilise if disrupted will be a minimum of 12 weeks from leaving site.
- ❖ **Typical on-site period**
 - Illustrative only, actual installation programmes and periods to be agreed on a per lift basis, subject to size and floor travel, labour and delivery dates.
 - As an example only, a typical installation period per lift (consecutively) for a five floor lift would be 8 working weeks plus a further week for test and commission.
 - Sequencing subject to the Lift Contractor's agreement to exact programme requirements.
 - Lift orders with multiple lifts will be installed consecutively unless agreed otherwise in writing.

❖ Building Safety Act Delays

- The Lift Contractor shall not be liable for any delay arising from:
 - (a) statutory Gateway approvals;
 - (b) regulatory review periods;
 - (c) decisions, actions or omissions of the Building Safety Regulator or any statutory authority; or
 - (d) suspension of works pending regulatory approval,
 Provided that such delay is not caused by any failure by the Lift Contractor to provide required information, design, or submissions within the time periods reasonably required under this Contract. Any such delay shall constitute a Relevant Event entitling the Lift Contractor to a reasonable extension of time and recovery of demonstrable additional costs.

Other

❖ Working hours

- Our tender is based on available working hours of 8.00 am - 5.00 pm Monday to Friday excluding public holidays and weekends.

❖ Site readiness and continuity

- Our priced specification assumes that the site and lift shaft are ready and suitable for works, and that continuity will always be maintained on site. Delays caused by non-availability of power supplies, scaffolding, or other trades working within the lift areas, or if the shaft is not built to our specifications, or if any Attendances identified by our Project Manager at pre-commencement checks are not provided, will incur a charge of £650.00 (ex VAT), or other daywork rates advised, per return visit. All works are subject to structural survey where necessary to confirm the suitability of existing structures, and any remedial works identified shall be the responsibility of the Purchaser and may affect the programme and cost.

❖ Descriptions

- Descriptions and illustrations in catalogues, price lists and other advertisement material are intended merely to present a general concept of the goods described therein and none of these shall form part of this offer.

❖ Guarantee

- Our priced specification includes for a twelve (12) month guarantee as standard from the date of commissioning of the final lift to be installed and subject to requirements being taken up as set out in Clause 12 of this Contract. This guarantee shall be invalidated in the event any person modifies, adjusts, or interferes with the equipment without our prior written approval.

❖ Exclusions and notes

- Caretaker maintenance between lift completion and main contract practical completion is subject to separate negotiation. Every attempt is made to comply fully with all tender specifications, however, only those items detailed within our specification should be deemed to be included.

❖ Responsibilities

- For the avoidance of doubt, the Lift Contractor is not appointed as Principal Contractor or Principal Designer under the CDM Regulations 2015 and shall not be responsible for duties assigned to those roles unless expressly stated elsewhere in this Contract.
- Where the Lift Contractor undertakes design of the lift system or any part thereof, it shall perform the duties of a Designer under the CDM Regulations in respect of that design only and shall exercise reasonable skill and care in carrying out such design.
- We do not undertake the role of Principal Designer under the Construction (Design and Management) Regulations (CDM) or the Building Safety Act. Our focus remains on providing high-quality lift solutions while ensuring compliance with relevant safety and design standards.
- We are not responsible for making Building Control applications that may be applicable to this project. It is the responsibility of the client or accountable person to ensure that all necessary applications are submitted in compliance with relevant regulations and standards.



STANDARD TERMS & CONDITIONS OF CONTRACT

1. GENERAL

1.1 The acceptance of the Lift Contractor's tender ("The Tender") includes the acceptance of the following terms and conditions. No terms or conditions stipulated or referred to by the Purchaser in any form whatever shall in any respect vary or add to these terms and conditions unless the Lift Contractor agrees in writing to any such variation or addition.

2. VALIDITY

2.1 Unless previously withdrawn by the Lift Contractor's the Tender is open for acceptance within the period stated therein or, when no such period is stated, within 30 days after the date of the Tender.

3. DRAWINGS

3.1 Any and all specifications, drawings and particulars submitted with the Tender are approximate only. Any and all descriptions, illustrations and other material of whatsoever nature contained in any catalogues, price lists and other advertisement matter produced by the Lift Contractor are intended merely to present a general description of the goods specified in such material none of which shall form part of the contract between the Purchaser and the Lift Contractor.

3.2 The Lift Contractor shall supply to the Purchaser two copies of general arrangement drawings giving details of builders' work required to be undertaken in preparation for the works to be undertaken by this contract ("the Works"). If the Lift Contractor produces drawings upon instructions on the instruction of the Purchaser but no contract is formed, the Lift Contractor shall be entitled under separate contract to payment of £5,000 or 10% of the contract value, whichever is greater. If the Lift Contractor is required by the Purchaser to supply further drawings or revisions then the Lift Contractor reserves the right to apply an extra charge in respect of the provision of such drawings or revisions.

4. OVERTIME/DAYWORK

4.1 Unless specifically stated to the contrary in writing by the Lift Contractor, the Tender is based on the assumption that the Works will be carried out during the Lift Contractor normal hours. The Lift Contractor shall be entitled to receive additional remuneration for any work which it has been agreed between the parties will be undertaken outside such periods, in an amount equal to the additional costs and overhead charges incurred by the Lift Contractor in undertaking such work plus an amount of profit.

4.2 Any work carried out on a daywork basis shall unless otherwise stated in this Contract in writing or agreed between the parties be charged by The Lift Contractor in accordance with those rates published by the Lift and Escalator Industry Association which are applicable at the time at which such work is undertaken.

5. DELIVERY AND COMPLETION

5.1 Any times stated by the Lift Contractor for completion by the Lift Contractor of the Works shall run from the date or receipt of a written order approval of drawings and finishes from the Purchaser or, if later, from the receipt of all information, drawings, licenses, permits and approvals necessary to enable the Lift Contractor to proceed with the Works. All such times are to be treated as estimates only and unless otherwise agreed in writing by the Lift Contractor shall not involve any obligation for the Lift Contractor to complete the Works by a specified date. The Purchaser shall at its own expense before the estimated date of commencement of any part of the works ensure that the site is ready in all respects for the Works to commence and, without prejudice to the generality of the Purchaser's obligations in this respect, that all the facilities and items listed in the Schedule of Attendances to this Contract have been or will be provided by the Purchaser as and when required by the Lift Contractor in order to enable the Works to proceed.

6. DELAY IN DELIVERY OR COMPLETION

6.1 If, due to circumstances outside the control of the Lift Contractor, the Purchaser cannot accept delivery of goods comprised in the Works upon the agreed delivery date for such goods or is otherwise unable to grant access to the Lift Contractor to the site for the purpose of commencement of the Works the Lift Contractor reserves the right to recover any costs incurred by the delay and/or to continue to manufacture the goods and deliver them to storage in accordance with clause 8. The Lift Contractor shall not be liable for any delay or for any consequences of any delay in the production or delivery of any of the goods comprised in the Works or in the completion of the Works in circumstances where an estimated time for completion of the Works has been given by the Lift Contractor.

6.2 In circumstances where the Lift Contractor has agreed in writing a time for completion of the Works in accordance with clause 5, it shall not be liable for any delay or any consequences of delay as referred to in clause 6.1 if such delay is due to fire, strike, lockout, dispute with workmen, flood, accident, delay in transport, shortage of fuel, default of any subcontractor, inability to obtain material and/or labour, embargo, pandemic, act or demand or requirement of any government or any government department or local authority, or as a consequence of war or of hostilities (whether war be declared or not) or any other cause whatsoever beyond the reasonable control of the Lift Contractor. If any such delay occurs, then (unless the cause thereof shall frustrate or render impossible or illegal the performance of the contract or shall otherwise discharge the parties from their obligations under the Contract) the period within which the Lift Contractor had stated that its obligations under the Contract shall be completed shall be extended by a period (not limited to the length of such delay) as the Lift Contractor may reasonably require to complete the performance of its obligations.

6.3 For the avoidance of doubt, no date shall constitute an agreed completion date for the purposes of this clause unless expressly stated as such by the Lift Contractor. In circumstances where the Lift Contractor has agreed in writing a time for completion of the Works in accordance with clause 5 and the Works are not so completed for reasons other than those outlined in 6.2 above and those attributed to the Purchaser, the Lift Contractor shall pay to the Purchaser liquidated damages in an amount equal to 1% of the sub-contract value of the Lift affected by delay per week of delay up to a maximum of 10 weeks. This shall constitute the Lift Contractor's sole and exclusive financial liability for such delay. The Purchaser shall not be entitled to recover any general damages or other financial compensation arising from delay, whether under contract, tort, statute or otherwise.

7. DELIVERY OF GOODS

7.1 Unless stated to the contrary in the Tender the Lift Contractor shall deliver goods comprised in the Works to the site.

7.2 The Lift Contractor shall have no liability to the Purchaser in respect of any loss or damage to any goods comprised in the Works whilst in transit nor in respect of any shortage in the quantity of such goods delivered unless, in the case of damage in transit or shortage in quantities, a notice in writing is given by the Purchaser to the carrier of such goods within three days and to the Lift Contractor within seven days of the receipt of the goods, followed by a complete written claim to the carrier and the Lift Contractor within fourteen days of such receipt. In the case of loss of goods, the Lift Contractor shall have no such liability unless a written notice and a complete written claim is provided to the carrier of such goods and to the Lift Contractor within twenty-one days of the date of consignment. Where goods are accepted from a carrier without being checked, the delivery book of the carrier concerned must be signed "not examined".

8. STORAGE

8.1 Subject to clause 9, where the Purchaser is unable to accept delivery of all or any of the goods comprised in the Works within seven days after notification that they are ready for dispatch it shall arrange and pay for suitable storage, maintenance and insurance of such goods. If the Lift



Contractor has sufficient and appropriate facilities for those purposes it will store such goods at the Purchaser's risk and expense or deliver to site for storage in site containers provided at the Purchaser's cost. In such circumstances valuation of materials off site shall apply.

9. PASSING OF RISK

9.1 All goods comprised in the Works, or any part shall be at the sole risk of the Purchaser from the time that they are delivered on site whether or not accepted by the Purchaser. For the purposes of this clause, "delivered on site" means arrival of the goods at the site boundary or agreed delivery point, whether or not unloading or access is available. In the event that the Purchaser notifies the Lift Contractor that it is unable to accept delivery of all or part of the goods within seven days after notification from the Lift Contractor that they are ready for dispatch, risk in such goods shall pass to the Purchaser at the expiry of such seven-day period, in accordance with clause 8.

9.2 In the event that risk in the goods has passed to the Purchaser in accordance with the terms of the contract then notwithstanding any other of its provisions such risk shall not in any circumstances be passed back to the Lift Contractor.

10. TERMS OF PAYMENT

10.1 All quotations made by the Lift Contractor are strictly net cash unless otherwise stated and are exclusive of Value Added Tax or any similar or other taxes, levies, or duties.

10.2 Unless agreed otherwise in writing, payments shall become due to the Lift Contractor as follows:

(a) Payment of 30% of the contract value shall become due on the date when an order is received by the Lift Contractor from the Purchaser.

Progress of the order and commencement of any applicable time scales will commence from the receipt of this payment.

(b) A further payment of 30% will be due midway through manufacture of the lift.

(c) A further 30% of the contract value shall become due on receipt by the Purchaser of notice that the goods comprised in the Works are ready for delivery.

(d) The final 10% balance of the contract value shall become due on the date on which the Lift Contractor, prior to test, notifies the Purchaser that the installation is substantially complete. If, through no fault of the Lift Contractor final adjustments cannot be made when installation is otherwise complete, payment shall nevertheless become due as though such final adjustments had been made. 10.3 The Purchaser shall, not later than five days after the date on which any payment becomes due, give notice to the Lift Contractor specifying the amount (if any) of the payment made, specifying to what the payment relates and the basis on which the amount was calculated, which shall be in accordance with clause 10.2.

10.4 The final date for all payments shall be fourteen days from the due date for payment.

10.5 Any notice of intention to withhold payments under Section 111 of The Housing Grants, Construction and Regeneration Act 1996 shall be given no later than the prescribed period which shall not be later than seven days before the final date for payment.

10.6 The due dates and the final date for payment set out in this Terms of Payment clause shall remain in place notwithstanding that the Purchaser does not accept delivery of any goods comprised in the Works or allow commencement or completion of the Works in circumstances where the Lift Contractor is ready to deliver such goods and/or complete the Works.

10.7 In circumstances where more than one lift is provided by the Lift Contractor, the terms of payment set out above shall apply in respect of the provision of each lift.

10.8 All goods supplied by the Lift Contractor shall remain its property until full payment of the contract price and the Lift Contractor shall be entitled, in the event that the Purchaser fails to make payment to the Lift Contractor, and without prejudice to any other remedy which the Lift Contractor may have at law otherwise to enter the premises where such goods are held and remove them. The Purchaser shall not use or in any way dispose of the goods supplied by the Lift Contractor in respect of which payment has not been received in full by the Lift Contractor.

10.9 Interest shall be paid on all overdue amounts from the date when payment was due until actually made at the rate of eight percent above the Bank of England base rate operating during the period of delay in payment by the Purchaser.

10.10 Notwithstanding any other provision of this contract the Lift Contractor may in its discretion require full payment with order or against pro-forma invoices.

10.11 In the event that the Lift Contractor has exercised his right under Section 112 of the Housing Grants, Construction and Regeneration Act 1996 (as amended) to suspend performance of his obligations under this contract, the Purchaser shall reimburse the Lift Contractor a reasonable amount in respect of any costs and expenses reasonably incurred by him during the period of the suspension including the cost of de-mobilisation, and re-mobilisation on the lifting of the suspension.

11. PRICE VARIATION

11.1 The prices quoted are based on materials and wage rates applicable at the date of the Tender and shall be subject to adjustment in accordance with the Formula and Indices for Contract Price Adjustment (current edition), compiled by the Lift and Escalator Industry Association ("the Formula"). Alternatively, if specified in the Tender, firm prices are quoted on the understanding that the installation will be completed within the period specified. Should completion be delayed for any reason beyond that period the Lift Contractor reserves the right to adjust the prices in accordance with the Formula. Separately if not included in the formula: if the Euro exchange rate changes by more than 3% (up or down) from the rate published on the Contract Date, the Contract Price shall be adjusted to reflect the difference, but only in relation to the cost of materials paid for in Euros.

11.2 All prices shall be subject to further variation in respect of any additional costs arising by virtue of any statute, regulations or orders issued by any Government Department or other duly constituted authority.

11.3 Any adjustment or variation made in accordance with clauses 11.1 and 11.2 respectively may be invoiced immediately the amount of such adjustment and/or variation has been ascertained and shall be payable by the Purchaser forthwith on receipt by it of a notice from the Lift Contractor outlining the amount of the adjustment or variation as the case may be.

11.4 Operating Cost Adjustments: in the occurrence of global or domestic events outside the scope of the LEIA Formula, the Lift Contractor reserves the right to adjust the Contract Price or the Charges at any time to reflect increases in operating costs, including (but not limited to) fuel, materials, labour, and transportation.

(a) Any increases in material costs shall be reflected in all quotations, variations, and repair works issued following such increase.

(b) The Lift Contractor may apply a fuel surcharge to any services, including call-outs, repairs, minor works, and ancillary services. Any such surcharge shall be identified in the relevant quotation or invoice.

(c) The Lift Contractor reserves the right to revise its hourly rates to reflect increases in operating costs, including (without limitation) fuel price increases.

(d) For ongoing service or maintenance contracts, the Lift Contractor may implement such increases either immediately or at the next contract anniversary date.

The Lift Contractor shall use reasonable endeavours to notify the Purchaser of any such adjustments.

12. GUARANTEE



12.1 The Lift Contractor hereby warrants the material and workmanship supplied by it under the contract and will make good any defects notified in writing within twelve (12) months from the date of commissioning of all lifts or final lift (if more than one) due to faulty design, workmanship or materials carried out or supplied by the Lift Contractor which is not due to ordinary wear and tear or to improper use or care by any party other than the Lift Contractor. The lifts are from the Lift Contractor's pre-engineered range as detailed in the accepted Tender, which shall prevail in the event of any discrepancy. Equipment offered complies with statutory requirements, and any deviations from the Purchaser's specification are identified and proposed as value-engineered alternatives.

12.2 Statutory Rights Preserved; nothing in this Contract shall exclude liability which cannot be lawfully excluded.

12.3 The liability of the Lift Contractor under this clause 12 shall constitute its sole liability (save in respect of death or personal injury caused by the negligence of the Lift Contractor) whether in contract, tort (including negligence) or otherwise in respect of any defects in the goods and services supplied under the contract and any warranties or conditions implied by law are hereby expressed excluded.

12.4 The guarantee contained in this clause 12 shall only apply if, at completion of the Works all lifts are serviced by the Lift Contractor or by a competent person approved by it and (if the latter) in accordance with the terms of a servicing contract approved by the Lift Contractor.

12.5 It is a condition to the enforceability of this guarantee that the Purchaser shall ensure that all accessible parts of the Lifts supplied are kept clean, and that no person modifies, adjusts, or interferes with any equipment without the Lift Contractor's prior approval.

12.6 The Purchaser shall not assign the benefit of this guarantee.

13. GENERAL LIABILITY

13.1 The Purchaser shall not use or permit to be used the whole or any part of the Works (including any goods comprised therein) supplied under this Contract before they have been completed, installed, tested and handed over by the Lift Contractor. If such use occurs, the Purchaser shall indemnify the Lift Contractor against all liabilities, losses, damages, costs and expenses (including legal and professional fees) incurred by the Lift Contractor to any person whether arising directly or indirectly from such use.

13.2 Subject to clause 13.5, the Lift Contractor shall not, either before or after the handing over to the Purchaser of the Works, be liable for any loss and/or damage arising from the use of any goods comprised in the Works otherwise than in accordance with instructions given by the Lift Contractor from time to time as to its operation and maintenance, and shall not, in any event, be liable for any loss arising out of any cause beyond its reasonable control.

13.3 Except to the extent liability cannot be lawfully excluded, the Lift Contractor shall not be liable to the Purchaser, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any: (a) loss of profit or revenue; (b) loss of anticipated savings; (c) loss of business or business opportunity; (d) loss of goodwill or reputation; (e) loss of data; (f) any indirect or consequential loss or damage (including but not limited to the types of loss listed above), howsoever arising and whether or not foreseeable.

13.4 Subject to clauses 13.3 and 13.5, the total aggregate liability of the Lift Contractor arising out of or in connection with this Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in all circumstances be limited to an amount not exceeding 25% of the Contract Sum.

13.5 Nothing in this Contract shall limit or exclude liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; or (c) any liability which cannot lawfully be limited or excluded.

13.6 The Lift Contractor shall have no liability to the Purchaser by way of indemnity except where expressly provided for in this Contract.

13.7 The Purchaser acknowledges that the provisions of this clause 13 are reasonable having regard to the circumstances known to the parties at the date of this Contract, including the availability of insurance, the Contract Sum and the allocation of risk between the parties.

14. INSTALLATION

14.1 The well and motor room shall be handed over properly completed and weather tight to the Lift Contractor installers.

14.2 Any extra cost incurred, due to a suspension of the Works as a result of instructions received from the Purchaser, the lack of such instructions, interruptions, delays, overtime, unusual working hours and additional work or variations or work for which the Lift Contractor is not responsible or mistakes or including but not limited to any other causes outside the Lift Contractor's control, shall be added to the contract price and paid by the Purchaser in accordance with clause 10. Any such charges shall be based upon the Lift Contractor's normal rates and shall include outworking and lodging allowances where appropriate.

14.3 Lift installation will involve unavoidable noise and disruption that must be anticipated as part of normal construction activities. The Purchaser is responsible for notifying occupants of any disturbance using reasonable endeavours to prevent disruption. Any stoppage or restriction of our works due to noise complaints will incur additional cost and programme delay. We will take reasonable measures to limit noise, but its complete elimination is not possible without affecting the works.

14.4 The price stated in the Tender is based on the payment of nationally agreed rates for outworking allowances and lodging. If suitable lodgings are not available at these rates due to circumstances beyond the Lift Contractor's control the difference in cost including any extra fares incurred shall be added to the contract price and paid by the Purchaser.

15. TESTING, ACCEPTANCE AND COMPLETION

15.1 The Works shall be considered complete on notification by the Lift Contractor to the Purchaser that its tests have been successfully completed.

15.2 If any lift supplied under the Contract is not taken into normal service at this time it shall be shut down, and The Lift Contractor shall be entitled to additional payment at current rates from the Purchaser for such servicing, cleaning, lubricating or other work as may be necessary to ensure its satisfactory condition when taken into normal service by the Purchaser.

16. PREVENTION OR FRUSTRATION

16.1 If the contract becomes impossible to perform or is otherwise frustrated the Purchaser shall be liable to pay the Lift Contractor all costs, expenses, overheads and any loss of profit which the Lift Contractor, his suppliers or subcontractors incur as a result of frustration or impossibility of performance.

16.2 Any pre-payments which may have been made to the Lift Contractor under the contract shall be applied towards satisfaction of such sum as may have been made under the foregoing provisions, and the excess (if any) of such pre-payments will be refunded to the Purchaser.

17. PATENTS

17.1 The Purchaser warrants that any design or instruction furnished or given by him shall not cause the Lift Contractor to infringe any letter patent registered design or trademark in the execution of the Works.

18. DETERMINATION

18.1 The Lift Contractor shall be entitled to determine its employment under the Contract in circumstances where:

(a) The Purchaser is in material or continuing breach of any of its obligations under the Contract and fails to remedy such breach within 10 days of the receipt of written notification from the Lift Contractor of such breach and/or

(b) The Purchaser makes a voluntary arrangement with its creditors or becomes subject to an administration order or goes into liquidation or an encumbrancer takes possession of, or a receiver or manager is appointed over, all or any property or assets of the Purchaser or the Purchaser ceases to carry on business or the Purchaser generally becomes unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986.



19 LAW APPLICABLE

19.1 This contract shall be governed by and constructed in accordance with English Law.

19.2 This Contract does not confer or purport to confer any benefit on any third party. In particular, rights that would otherwise arise in favour of third parties under the Contracts (Right of Third Parties) Act 1999 are hereby excluded.

20 ADJUDICATION

20.1 Both the Purchaser and the Lift Contractor shall be entitled to refer any dispute or difference arising under this Contract to adjudication at any time. The adjudication shall be conducted in accordance with the provisions of Part 1 of the Schedule to The Scheme for Construction Contracts (England and Wales) Regulations 1998 (Amendment) (England) Regulations 2011 and any subsequent amendments to the relevant same Regulations for Wales, Scotland and Northern Ireland.

Acceptance of Proposal and Instruction to Proceed

Name

Position

Signature

On behalf of

(Organisation)

Date



Schedule of Attendances

Item No	For the purposes of this Contract, the Schedule of Attendances sets out the items which the Purchaser is required to provide, at its own cost and free of charge to the Lift Contractor, to enable the proper delivery, installation, testing and commissioning of the lift equipment. These obligations form part of the Purchaser's responsibilities under this Contract. Failure by the Purchaser to provide any attendance in a timely manner shall entitle the Lift Contractor to an Extension of Time and to recover all reasonable costs, losses, delay, disruption and return visit charges arising from such failure.
1	Provision of scaffold, planks and ladders within and/or adjacent to the lift shaft(s) to the sub-contractor's requirements.
2	Suitable road transport access to a point adjacent to the buildings or agreed point of storage on-site.
3	Cranage and trucking and unskilled labour for off-loading and handling equipment to a point of storage and/or final position, including the making of suitable access and reinforcement of pavements and floors.
4	Watertight storage for materials, tools and clothing in a suitably locked, dry, heated and illuminated storage space protected from theft and damage, located as close to the lift shaft as possible.
5	Suitable, permanent 3 phase power to the lift(s), made live prior to commencement and throughout the lift installation(s). Provide suitable temporary power supplies for tools. All in accordance with agreed programme. Further details shown on the Lift Contractor's builders work drawings. This includes but is not limited to temporary and permanent electricity supplies to the Lift Contractor's requirements including the repositioning and up-grading, where necessary, of mains switches and supply cables.
6	Permanent ventilation or other arrangements to ensure an ambient machine room temperature / lift shaft / controller location temperature between plus 5°C and 40°C for traction lifts and plus 15°C and 35°C for oil hydraulic lifts in operation prior to testing.
7	All builders' work including forming the lift shaft, pit and machine room/slab (where applicable) in accordance with the subcontractor's general arrangement drawing(s) and in compliance with British standards, codes of practice, local bye-laws and any legislative requirements. Finished Floor Level (FFL) Datum lines to be clearly marked inside the shaft at each landing entrance. This applies to all works which are not specifically listed within this quotation.
8	Cutting away and making good.
9	Site painting, where required, of lift equipment after installation other than bright parts or factory finished surfaces. Note all equipment will be delivered and installed factory finished.
10	Obtaining of any necessary permissions and the issue of any relevant notices.
11	Tested lifting beams and marking with safe working load and provision of any steelwork other than that specified in the tender.
12	Treatment of the lift shaft and machine room to inhibit the formation of dust is strongly recommended.
13	Any necessary drainage, tanking, lining or reinforcement of the pit.
14	When required, dividing beams for multiple wells and interwell screens where and if applicable.
15	Guarding of openings and other measures necessary to ensure the safety and convenience of the occupants and other personnel within the building. The protection of surrounds, surfaces, furnishings and access routes.
16	Cleaning, renewal or replacement of lift equipment damaged by dust produced from such processes as dry grinding or mosaic and other builder's work.
17	Provision of safe and adequate access to the machine room (where applicable) and lift well to the satisfaction of the Health and Safety at Work Act.
18	All required task and permanent lighting including a battery-backed 200 lux level of illumination where the control panel and machine are mounted.
19	The removal of all debris from a central point on site.
20	Prior to testing and commissioning, a fully operational dedicated telephone line to serve the lift. Full details as per our builders' work drawings. It is the lift owners' responsibility to ensure that the dedicated telephone line provided is kept operational whilst the lift is in service.
21	A voltage-free fire alarm interface is to be provided adjacent to the agreed lift controller position. In accordance with the relevant lift standards.
22	Welfare facilities in accordance with CDM Regulations.
23	Extra costs due to surveyor's fees or special requirements of government departments, local authorities, insurance companies, consultants, other bodies or officials.
24	Secondary/back-up power supplies, where required, to the Lift Contractor's requirements.