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## **POINT WEST LONDON**

### **Planned Maintenance Report for Windows and Curtain Walling**

#### **Introduction**

This report has been prepared for Point West Management Services following two separate inspections of a sample of curtain walling windows and doors on site which were carried out on September 14<sup>th</sup> and September 22<sup>nd</sup> 2015.

The second inspection was undertaken in conjunction with Structura UK Limited.

It was evident from the inspections that many of the windows and doors were in a reasonably good condition for their age and some historic maintenance had clearly been implemented.

What was also evident was the fact that the inspection of individual windows would, in some cases, take just as long as any maintenance required and that it would make perfect sense to combine the two activities.

I have therefore instructed Structura to prepare a schedule of activities and rates for this inspection and remediation process.

#### **Methodology**

The way that this would work is that a small stock of components would be purchased before the work commenced and held as an attic stock and used as necessary. Structura would inspect the windows and carry out any adjustments and maintenance that was required including the adjustment and lubrication of fittings, gasket sealing and/or replacement as required along with the range of other activities which would be required to ensure that the windows and doors were in good repair.

The attic stock utilisation would be monitored and topped up as required.

Structura would maintain records, both written and photographic, of the windows and doors as they were surveyed and they would detail the maintenance work carried out.

Where windows could not be opened owing to obstructions then these would be recorded and a decision taken separately for any subsequent action required.

In the event that any window or door could not be serviced at the same time as it is inspected then this would be recorded to allow a second visit to be scheduled once any necessary previously non-available components were obtained.

As far as the areas of curtain walling are concerned these need a slightly different approach because there are clear signs of water ingress in these areas. I have agreed a likely schedule

of activities for Structura to cost but this may need adjustment as the curtain walling system is investigated.

The biggest unknown in all of this is the ease of access that can be achieved to individual apartments and the site management team will have a major role to play in the logistics associated with this part of the maintenance programme.

The magnitude of any difficulties in maintain a smooth access flow to individual apartments simply cannot be predicted which makes obtaining a firm lump sum figure impossible.

I have therefore asked Structura to use their best endeavours to prepare a range of likely costs from a minimum level, assuming free and regular access, to a top level figure taking a realistic assessment of what a worse case scenario would look like.

This should, I hope, suffice for planning and budgetary purposes.

The Structura costed proposal is appended to this narrative.

It is likely that some questions may arise once this has been considered and these should be addressed to me in the first instance.

Steve Green

SGA

October 22<sup>nd</sup> 2015



# STRUCTURA

## CURTAINWALL ENGINEERING

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Chessington, Surrey KT9 1RH, United Kingdom

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Our Ref: SK/33192/20645

22 October 2015

Point West Management Services Ltd  
116 Cromwell Road  
London  
SW7 4XR

**For the Attention of Mr David Gomes da Costa**

Dear Sirs

**Point West Cromwell Road, London  
Windows & Doors Servicing & Repairs**

Further to your valued enquiry we have pleasure in submitting our quotation.

Structura have built their reputation for an uncompromising pursuit of technical excellence. Within the overall solution to the Employers Requirements or Specification for the works, we shall provide the highest industry standards of material selection, fabrication and workmanship.

We trust we have endeavoured to interpret your requirements correctly, however should you have any queries or concerns or need further clarification, please do not hesitate to contact us.

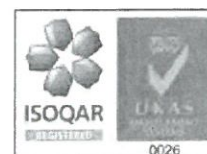
We would confirm our keen interest in working with you on this project and look forward to hearing from you favourably in the near future.

Yours faithfully  
For Structura (UK) Limited

Simon Keam  
Sales & Estimating Manager



Specialists in:  
Fabrication • Installation and Remedial Maintenance of Curtainwall Facades • Window  
Atria Glazing • Ground Floor Treatments • Entrances and Doors  
Member of: CHSG and CWCT Registered in England No. 2499497



Certificate No. 10256  
ISO 14001  
01545 18001  
ISO 9001



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**QUOTATION**

**FOR**

**WINDOWS & DOORS SERVICING & REPAIRS**

**AT**

**POINT WEST, CROMWELL ROAD, LONDON**

**FOR**

**SGA**

Date: 22 October 2015

Our Project No: 20645



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# 1 WINDOWS & DOORS QUOTATION SUM ANALYSIS

1. PRE-SITE WORKS		
1.1	Preparation of Works Schedules <ul style="list-style-type: none"> <li>Utilising existing floor plans /elevations prepare work schedules as necessary and agree access sequencing with facilities management.</li> </ul>	£ 2,520.00
1.2	Detailed Component Identification Survey Visit <ul style="list-style-type: none"> <li>Procure anticipated replacement components and check compatibility for use with existing windows &amp; doors</li> </ul>	£ 1,725.00
2. WINDOW & DOOR SERVICING		
2.1	To carry the following general servicing works to opening windows and doors to agreed schedule:- <ul style="list-style-type: none"> <li>Undertake visual check of window / door in closed position.</li> <li>Open window / door and check opening operation.</li> <li>Check window / door for any missing or damaged ironmongery, note any such found on works schedule.</li> <li>Clean any dirt /debris from aperture rebates.</li> <li>Ensure drainage routes are clear.</li> <li>Ensure ironmongery fixings are tight.</li> <li>Ensure weather -seal gaskets are correctly positioned within gasket channels.</li> <li>Check inner and outer glazing gaskets for shrinkage and apply black silicone sealant to corners where shrinkage is found.</li> <li>Replace any missing ironmongery fixings.</li> <li>Replace any missing locking keeps and note quantity / location.</li> <li>Replace any missing / damaged handles and note quantity / location.</li> <li>Replace any missing or damaged weather-seal gaskets and note quantity / location.</li> <li>Lubricate ironmongery as per manufacturer's recommendations.</li> <li>Adjust window / door as necessary to ensure smooth locking operation, correct orientation within aperture and correct pressure on perimeter gaskets.</li> <li>Wipe down on completion.</li> <li>Note repairs necessary that will require an additional visit / materials.</li> <li>Note any other defects / issues found i.e. silicone sealants, failed / broken glass sealed units etc.</li> <li>Note locations where servicing could not be carried out due to internal finishes / fittings i.e. secondary glazing, pelmets, soft furnishings etc.</li> </ul>	
2.2	Servicing Labour - With free access we anticipate that the above works will take the following labour time to undertake:- <ul style="list-style-type: none"> <li>Tilt / Turn Windows – 45 minutes to 1 hour each for 1 man</li> <li>Sliding Doors - 1 hour to 2.5 hours each for 2 men</li> <li>Swing Doors - 1 hour to 2.5 hours each for 2 men</li> <li>Velux Windows - 45 minutes to 1 hour each for 1 man</li> </ul>	

2.3	<p><b>Servicing Price</b>  <b>Day Labour Rate – 2no Operatives for 1no 8 Hour Working Day inclusive of basic servicing materials / tools £ 656.00 PER DAY</b></p> <p>Indicative Price based on the following approximate quantities and times above</p>			<p><b>Anticipated Value</b>  <b>£89,298.00 to</b>  <b>£ 176,464.00</b></p>
	<b>Type</b>	<b>Qty</b>	<b>Lower Time</b>	<b>Upper Time</b>
	Tilt / Turn Windows	1200	£ 36,900.00	£ 49,200.00
	Sliding Doors	550	£ 45,100.00	£ 112,750.00
	Swing Doors	50	£ 4,100.00	£ 10,250.00
	Velux Windows	104	£ 3,198.00	£ 4,264.00
	<b>Totals</b>		<b>£ 89,298.00</b>	<b>£ 176,464.00</b>
	<p><b>The above upper and lower time prices should be treated as anticipated and this will be monitored against actual works labour carried out.</b></p> <p><b><u>These works are only offered on a day work rate basis and not a fixed price.</u></b></p>			
2.4	<p>Replacement Ironmongery During Servicing Rates</p> <p>We will procure the following minimum quantity at the commencement of the works and replenish as necessary during the works.</p>			
	<b>Type</b>	<b>Qty</b>	<b>Rate</b>	<b>Total</b>
	Tilt / Turn Handle	25no	£ 28.50	£ 712.50
	Tilt / Turn Locking Keep	50no	£ 7.90	£ 395.00
	Door Handle	25no	£ 28.50	£ 712.50
	Door Locking Keep	50no	£ 7.90	£ 395.00
	Weather-seal Gasket	200m	£ 1.50	£ 300.00
	Centre-seal Gasket	100m	£ 3.80	£ 380.00
	<b>Total Initial Stock Price</b>			<b>£ 2,895.00</b>
				<b>£ 2,895.00</b>
	<p>Note any Velux components required will be priced on application inclusive of any additional labour required.</p>			
<p><b>3. WINDOW &amp; SLIDING DOOR REPAIRS</b>          Where windows /sliding doors are unserviceable the following repair rates will apply.          Note – apart from keeps and handles the currently available ironmongery cannot be used in conjunction with the old original thus all repairs necessitate full kit replacement.</p>				
3.1	Replacement tilt / turn ironmongery <b>EACH</b>		£ 498.00	
3.2	Replacement sliding door ironmongery <b>EACH</b>		£ 1,360.00	
3.3	Replacement swing door ironmongery		POA	
3.4	Replacement of failed (interstitial condensation) or broken glass sealed units		POA	
3.5	Perimeter sealant Replacement - Minimum day cost including materials £ 450.00		£ 20.00 /lm	
	<b>Anticipated Total</b>			<b>£ 96,438.00</b> <b>To</b> <b>£183,604.00</b>



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## 2 CURTAIN WALL QUOTATION SUM ANALYSIS

1. PRE-SITE WORKS		
1.1	<p>Conditions Surveys / Preparation of Works Schedules</p> <ul style="list-style-type: none"> <li>Undertake conditions surveys prepare work schedules as necessary.</li> <li>Check existing access system is adequate for use if not propose and issue additional costs for an alternative.</li> </ul>	<b>£ 2,775.00</b>
1.2	<p>Trial Area</p> <ul style="list-style-type: none"> <li>Undertake repairs to <b>TYPE A</b> sample area of curtain wall</li> <li>Water testing on completion.</li> <li>Note any additional works required.</li> <li>On completion confirm or revise budget price below</li> </ul>	<b>£ 4,390.00</b>
2. CURTAIN WALL WORKS		
2.1	<p>Carry out the following works to the existing curtain wall screens:-</p> <ul style="list-style-type: none"> <li>All works undertaken externally using either existing ladder access systems or temporary access equipment - TBA</li> <li>Cut out sealants as necessary.</li> <li>Carefully remove existing external cover caps and set aside for re-use.</li> <li>Carefully remove existing pressure plates and set aside for re-use.</li> <li>Carefully remove head, cill, jamb and eave pressings and set aside for re-use.</li> <li>Check condition of perimeter membranes repairing / replacing as necessary.</li> <li>Clean glazing rebates as possible with glass in situ.</li> <li>Reseal mullion to transom abutment as possible with glass in situ.</li> <li>Reinstate pressings.</li> <li>Clean and prepare glass / pressings surfaces.</li> <li>Apply new foil backed butyl tape across all glass to glass and glass to pressing joints.</li> <li>Install new glazing gaskets to existing pressure plates and reinstate using new stainless steel fixings.</li> <li>Ensure drainage paths are clear.</li> <li>Seal mullion to transom pressure plate abutment joints.</li> <li>Apply new perimeter silicone sealants.</li> <li>Reinstate previously set aside face caps.</li> <li>Wipe down on completion for handover.</li> </ul> <p>Please see attached drawings for locations and types</p> <ul style="list-style-type: none"> <li>Type A – Qty 16no - £ 3,750.00 Each</li> <li>Type B – Qty 8no - £ 2,295.00 Each</li> <li>Type C – Qty 1no - £ 9,750.00 Each</li> <li>Type D – Qty 1no - £ 9,750.00 Each</li> <li>Type E – Qty 2no - £ 3,060.00 Each</li> <li>Type F – Qty 1no - £ 4,590.00 Each</li> <li>Water Testing – 6no days - £ 750.00 per day (further days pro-rata)</li> </ul>	<p><b>BUDGET PRICE</b> <b>£ 113,070.00</b></p>
<b>Total</b>		<b>£ 120,235.00</b>

### **3 INTRODUCTION**

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Structura UK Limited have built their reputation in the U K on an uncompromising pursuit of technical excellence. Within the overall solution to the specification requirements Structura UK Limited will provide the highest industry standards of design, material selection, fabrication and workmanship.

We are generally in compliance with the specification or requirements; however we would welcome a meeting to discuss all aspects in more detail prior to us entering into a contract.

### **4 PRE-SITE WORKS**

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#### **4.1 SERVICING SCHEDULE PREPARATION**

The elevation and plan drawings will be used as the reference point for the repair & refurbishment works. Each window/panel will have a unique number to enable it to be identified on a repair & refurbishment checklist.

Once works are completed on a stage basis the schedules will be issued to the client and all further repairs with associated costs agreed.

#### **4.2 CONDITIONS SURVEY – CURTAIN WALL AREA**

Prior to commencement of the repair & refurbishment works a conditions survey will be carried out in conjunction with the facilities management to determine the condition of the following:

- Internal Finishes adjacent to curtain wall
- Internal Finishes to curtain wall
- External and Internal Floor Finishes
- Roof Finishes
- External Brickwork / cladding
- General Decoration

#### **4.3 SAMPLES AND TRIAL AREA (CURTAINWALL)**

Samples of all replacement components will be submitted for approval prior to procurement.

A trial area of works will be carried out to a TYPE A screen. Upon completion of the works the screen will be water tested to prove the effectiveness of the works.

This will enable us to confirm a scope of works required with Steve Green Associates, provide a firm price for the works and provide prices for all temporary access equipment required.

## 5 NOTES

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- 5.1 Our prices are based on continuous free access to undertake the works during normal working hours. No allowance has been made for any out of normal hour working.
- 5.2 Basic servicing materials included for the windows and doors are cleaning rags, lubricants, sealants, basic fixings, dust sheet floor protection, steps / hop ups.
- 5.3 Servicing / repair works will be undertaken to a sequential apartment to apartment, floor by floor schedule agreed with the building management.
- 5.4 Building management to be responsible for all arrangements to access to each apartment and all other associated occupant liaison.
- 5.5 Window / door serving is based on working from inside of building / balconies. No allowance has been made for any external / special access equipment. Any such found to be required will extra to our quoted price.
- 5.6 All furniture, personal items to be removed & reinstated by others.
- 5.7 Servicing works will be undertaken on the basis windows can be opened fully i.e. not hindered by secondary glazing, fixed curtains, blinds soft furnishings etc. We will move to one side or remove items if they can easily do so without any risk of damage.
- 5.8 The existing ironmongery is no longer available however keeps, handles and operation mechanism kits from current systems can be used. Apart from handles and keeps the new components are not interchangeable with the old and thus if any operation mechanism is broken or missing then the entire mechanism kit to the window or door must be changed to the new type. Any salvageable ironmongery will be kept for use as spares where possible.
- 5.9 New handles will not match existing. Where replacements are required any other opening vents in the room will also have their handles changed to match. Removed 'good' existing handles will then be used for matching replacements elsewhere.
- 5.10 No allowance has been made for removal / replacement of opaque film to Velux windows.
- 5.11 No works are anticipated to windows / doors that have been fixed shut.
- 5.12 No allowance has been made for any cleaning or restoration cleaning to the existing window finishes.
- 5.13 If existing ladder system is not available or suitable to carry out the curtain wall works then the cost to provide temporary access equipment will be extra to our prices.
- 5.14 The existing ladder access systems must have current certification for use.
- 5.15 No allowance has been made for any external protection beneath works areas. This will be assessed on a location by location basis and additional costs will be submitted for any such required



- 5.16** We have assumed that welfare facilities, toilet facilities and secure storage facilities for our tools and materials will be available free of charge on site.
- 5.17** Glass Breakages -whilst every care and attention will be taken by Structura when carrying out the remedial works, we cannot guarantee that breakages will not occur due to the various stresses and damage that the glass may have been subjected to, during and following the original installation.
- Therefore, any broken units or glass will be replaced at an additional cost to our quoted price. Any glass or DG units that are broken due to our own proven negligence will obviously be replaced free of charge.
- 5.18** Glass sealed unit failure – we are unable to accept responsibility for any glass sealed unit failure either during the works or after completion. We must advise you that the rate of glass sealed unit failure may increase in the future once the existing glass sealed units have been disturbed by any required works. Any further glass sealed units found to have failed either during survey or during our works on site, or in the future life time of the building will be replaced at an additional cost.
- 5.19** Our rates are based on all of the information available at the time of preparing this submission. Should further works be discovered as being required during the course of our works as a result of incorrect scope of works, or information or as a result of further opening up then these will be deemed as an extra to our contract sum.
- 5.20** We shall be unable to take on board any responsibility or liability for a) the original design b) any materials we are asked to reuse c) the structural integrity of the existing structure affected by the repair works. We have not allowed to check the structural integrity or providing calculations for the existing structure or to make sure they are capable of taking any additional loads imposed onto them by our work. With regards to design responsibility, we will only be liable in respect of our workmanship and new materials which we supply, insofar as such design is by ourselves.
- 5.21** Weather Conditions – We must point out that it is not possible to undertake certain works during rainfall and/or windy conditions and/or in temperatures of 5°C or lower - for example – application of sealants, applying EPDM membranes and butyl or similar tapes, working from access ladders , etc. We cannot therefore accept any responsibility or liability for delays due to such inclement weather conditions. We will of course do all we reasonably can to mitigate any delay due to such circumstances – for example by working in other more sheltered areas where available.

**6 INCLUSIONS AND EXCLUSIONS**

	Included	Excluded	By Others
Contract Conditions			
Collateral or Design Warranty (subject to agreement of the wording)		X	
Performance Bond (subject to agreement of the wording)		X	
Local authority approvals, pavement licenses, landlord, tenant's permission including adjacent neighbours affected by our works.			X
Operating and Maintenance Manual ( 3 copies )	X		
Staff			
Project Management Team	X		
Provision of Site Supervisor (Working)	X		
Health & Safety Auditors	X		
Works to be executed during normal working hours. Mon-Fri 8.00 to 17.00 hrs	X		
Out of hours working. Evenings, Nights & Weekends		X	
WORKS SCHEDULES			
Provision of works schedules / marked up existing drawings	X		
Provision of standard materials specifications	X		
Surveys			
Asbestos survey		X	
Dimensional survey	X		
Condition surveys	X		
Access equipment for surveys		X	
Calculations, testing, samples			
Structural calculations of our element of the works only		X	
Independent testing of PPC or Anodised finishes		X	
Off-site Performance Testing		X	
On Site CWCT Water Testing – Curtain Wall Works only	X		
Samples / Trial Area	X		
Acoustic & Condensation Prediction Calculations		X	
'U' and 'G' value calculations		X	
Thermal Safety Checks		X	
Health & Safety			
Method Statements, Hazard & Risk Assessments	X		
COSHH Assessments	X		
Health & Safety Plan			X
Asbestos Management Plan			X
Regular Site Safety Audits	X		
Other Protection other than Low tack tape			
Hoarding and barriers		X	X
Protection of Internal Finishes (dustsheets / similar)	X		
Transportation & Storage			
Off-Site storage		X	
Transportation and delivery to site	X		
Material off-loading & distribution	X		



Access Plant & Equipment			
Provision of cherry picker/hydraulic platforms		X	X
Provision of cradles access/mast climbers		X	X
Provision of fixed or temporary scaffolding		X	X
Provision of hoist		X	X
Hoisting of our materials and plant to and from the work faces		X	X
Craneage of our materials and plant to and from the work faces		X	X
Provision of mobile towers		X	X
Provision of podium steps		X	X
Provision of forklift for material offloading and distribution		X	X
Builders Work/Making Good			
Preparation of the structural openings to accept our element of the works		X	
Repairs or alterations to the structural building fabric to accept our works		X	
Making good of existing internal and external finishes		X	
Supporting steelwork, secondary steelwork or structure		X	
Repairs or replacement of an water damaged structural or decorative finishes		X	
Removal or alterations of any existing works or services		X	
Reinstatement or alterations of works by other trades		X	
Rubbish Removal/Cleaning			
Provision of recycling bins	X		
Rubbish removal from site	X		
Single wipe down for phased handover	X		
Attendances			
Site security			X
Power 110V or 240V within 30 metres of point of work free of charge			X
Dry and secure area for material and small tool storage			X
Health, welfare and safety facilities to current H&S / CDM regulations			X
Secure site storage area or compound			X
Safety lighting			X
Clean water supply within 30 metres of workforce			X

## 7 PROGRAMME

Programme to be finalised prior to appointment



## **8 SPECIFICATIONS**

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### **8.1 MECHANICAL FIXINGS**

Any stainless steel bolts or screws will comply with current BS/BS EN standards. Grade A2 in most instances and Grade A4 in severely corrosive environments.

Pop rivets will be aluminium, or stainless steel depending on the use and location.

### **8.2 GASKETS**

Shall be black EPDM to comply with current BS/BS EN standards in linear form with sealed butt joints.

We have not included for welded type frames.

### **8.3 MEMBRANE/VAPOUR BARRIERS**

EPDM rubber sheet or similar manufactured to comply with current BS/BS EN standards.

### **8.4 SEALANTS**

Sealants at junctions of our work and the building structure will be a gun-applied one part low modulus silicone to comply with current BS/BS EN standards. Sealants will be supplied and applied according to manufacturer's instructions to comply with current BS/BS EN Standards.

### **8.5 FINISHES**

Replacement window and door handles will be is standard black PPC finish

All other door and window fittings will be silver anodised or self- finish.

## **9 PROJECT SPECIFIC RESOURCES**

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### **9.1 PROJECT MANAGEMENT AND ADMINISTRATION**

We pride ourselves on the professionalism of our project management, which is crucial to the successful execution of a project. For this very reason we pay particular attention to the method of undertaking the works.

#### **9.1.1 QUALITY CONTROL**

Structura operate quality control/quality assurance systems in accordance with BS EN ISO 9001:2008.

#### **9.1.2 CONTRACT MANAGEMENT**

Contracts are directed by a dedicated Contracts Manager assisted by a team of CAD operatives, engineering and administration staff. Weekly internal contract meetings are held to review and assess progress.

#### **9.1.3 ON SITE SUPERVISION**

On site supervision is carried out by directly employed, trained and competent site managers or supervisors.

#### **9.1.4 SITE INSTALLATION ENGINEERS**

Installation tasks and duties are carried out generally by our own directly employed, trained and competent operatives.

#### **9.1.5 SAFETY MANAGEMENT**

Health & Safety Audits and inspections are carried out by our independent safety consultants Safety Services (UK) Ltd. Structura UK is a member of the SAFE-Contractor health & safety accreditation scheme and the Construction Health & Safety Group. We are fully BS OHAS 180001 – 2007 accredited.

#### **9.1.6 ENVIRONMENTAL**

Structura confirms the company's commitment to continuous improvement in managing environmental issues, including the proper management and monitoring of waste, the reduction of pollution and emissions, compliance with environmental legislation and environmental codes of practice, training for staff, and the monitoring of environmental performance. We are fully accredited to BS 140001 – 2007 standard.

### **9.2 ONSITE WATER TESTING (HOSE TESTING OR SPARGE BAR TESTING)**

Site water tests in accordance with the CWCT specification to be carried out by Structura UK Limited operatives.

### **9.3 O & M MANUALS**

Within 60 days from the completion of our work package we shall issue three copies of a comprehensive Operating and Maintenance Manual in our standard format consisting of:

1. A full description of the system and its performance requirements.
2. Operating and Maintenance instructions.
3. Cleaning recommendations.
4. Component guarantees and manufacturer details.
5. Method statement for component replacement or repair.

## **10 LIFE EXPECTANCY AND GUARANTEES**

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It is a condition precedent to guarantee liability that regular maintenance is undertaken in accordance with our recommendations contained within the Operation & Maintenance Manual provided. A detailed account and log with dates of when the maintenance works including cleaning were undertaken are to be kept by the client, building owners, landlord, lease holder or Managing agents and are to be made readily available for our inspection, failure to do so will invalidate any claims.

We are unable to accept any liability for any component failure due to misuse, vandalism, accidental damage or negligence; or if used in a corrosive or marine environment without our prior written consent.

We would define life expectancy as "the period of time a component is expected to perform in accordance with the performance specification". Providing they are not used in a corrosive environment and are properly maintained.

A component that does not work to its expectation will not necessarily result in a failure of the complete works but may reduce the overall level of performance.

Only the new materials or components we are to supply will carry the applicable manufacturer's warranty.

Please refer to Appendix A at the rear of this submission for further details of the anticipated life expectancy of various new components supplied by Structura UK Ltd.



## **11 TERMS AND CONDITIONS OF QUOTATION**

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Our quotation is conditional upon our standard Terms & Conditions forming part of our offer and any subcontract that we enter into, unless specifically withdrawn by us in writing.

Our prices are based on these criteria and may be subject to change should this not be the case.

### **11.1 BASIS OF QUOTATION**

Our quotation has generally been prepared in accordance with the following details and documentation supplied.

1. Site meeting dated 22<sup>nd</sup> September 2015 with Stephen Green of SGA, Raymond Osmond of Points West Management Services and Simon Keam / Michael Woodcock of Structura UK Ltd

### **11.2 PRICES**

Our prices are NETT exclusive of Value Added Tax and remains subject to re-measurement, not lump sum, if we find any anomalies within the enquiry documentation.

### **11.3 VALIDITY**

Our prices will be held firm for labour, materials and plant until the end of April 2016 providing we receive acceptance of this offer within 30 days from the date of this quotation.

### **11.4 ACCESS/CONTINUITY OF WORKING**

Our quotation is based on free and interrupted access to areas of work without restriction or condition on use of power tools or plant, in accordance with a mutually agreed programme.

Aborted visits, out of sequences working or the lack of continuity due to unsatisfactory site preparation or organisation will be subject to extra costs.

### **11.5 WORKING HOURS**

All work on site will be carried out during normal working hours inclusive of delivery and distribution of all materials and plant.

Any out of hours working required for any reason whatsoever will be at additional cost.

### **11.6 PAYMENT**

Payment of our account is required no later than 14 days from the submission of our invoice or application as applicable.

Applications for payment shall be made in line with the site valuation dates or at each month end as applicable

### **11.7 DELAY**

In view of the considerable start-up costs we shall request payments on the basis of expenditure for drawings, project overheads, purchasing/hiring plant and equipment, off-site fabrication etc. from the start of the commencement of the sub-contract.

Should the original site start date be prolonged then we reserve the right to make an application / invoice for payment for materials manufactured and/or held in store specifically for this project.

## 12 REGISTER OF INSURANCE

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This register is intended only to provide a summary of our insurance cover. General policy conditions and full details will be provided on acceptance of our quotation. The insurance cover provided has been extended to include full cover for damage caused by Acts of Terrorism in respect of contract work. We hereby confirm that all the insurance policies shown are current and that all required premiums are paid in full to date.

### Combined Liabilities

<b>Insurance Company:</b>	Aviva
<b>Policy No:</b>	25016341 CTC
<b>Period of Insurance:</b>	1st June 2015 to 31st May 2016
<b>Employers' Liability:</b>	£10,000,000 any one occurrence.
<b>Public Liability:</b>	£20,000,000 any one occurrence.
<b>Products Liability:</b>	£20,000,000 any one occurrence and in the aggregate.
<b>Excess:</b>	£250 Third Party Property Damage each and every claim.

It is noted that in respect of the Public and Products liability Aviva carry £1M and then AIG £9M with Ace carrying the final £10M

### Contract Works

<b>Insurance Company:</b>	Aviva
<b>Policy No:</b>	25016341 CTC
<b>Period of Insurance:</b>	1st June 2015 to 31st May 2016
<b>Maximum Contract Value:</b>	£3,300,000
<b>Hired in Plant:</b>	£975,000 (limit any one item)
<b>Excess:</b>	£350 each and every claim.
<b>Professional Indemnity:</b>	
<b>Insurance Company:</b>	Spa Underwriting
<b>Policy No:</b>	P1378074
<b>Period of Insurance:</b>	1st June 2015 to 31st May 2016
<b>Limit of Indemnity:</b>	£2,000,000 any one claim.
<b>Excess:</b>	£10,000 each and every claim.

Signed:



Manish Patel

Company Secretary

## 13 HEALTH AND SAFETY STATEMENT

Confidential Document

Structura UK Limited



### Health & Safety Policy Statement

We are committed to the prevention of injury and ill health and providing a safe working environment for our employees and others who may be affected by our activities. Compliance with legislation including the Health and Safety at Work Act 1974 is the minimum acceptable standard and we are committed to achieving the highest levels of health and safety performance through continual improvement.

Health and safety is an integral part of our business and has equal status to other aspects of business performance. Appropriate financial and physical resources will therefore be provided to implement this policy.

We recognise that successful health and safety management can only be achieved with the support and commitment of our employees. All employees will be actively encouraged to take ownership of health and safety and empowered to assist in decision making. All employees and contractors will be made aware of their Health and Safety obligations and compliance with this policy is a condition of employment.

We will ensure that this policy is documented, implemented and maintained, and communicated and understood at all levels throughout the organisation.

Responsibilities for health and safety are defined in our Health and Safety Management System which conforms to the requirements of OHSAS 18001. The day to day management of health and safety is a responsibility of managers at all levels but overall responsibility rests with the Managing Director.

To assist with the implementation of our health and safety management system, professional external advice will also be obtained where necessary.

To facilitate continuous improvements in health and safety standards we will identify specific health and safety objectives. A programme for the objectives will be outlined with timescales and responsibilities. Progress towards the objectives will be closely monitored.

Periodic auditing of our Health and Safety Management System will be undertaken to ensure its continued suitability and effectiveness and we will review this policy at least annually and revise it as often as is appropriate.

This policy will be made available upon request to all interested parties.

Signed 

Date - January 2015

Issue: January 2015

Compliant H&S Policy Statement

Form: SUKIMS01



## 14 ENVIRONMENTAL STATEMENT

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Confidential Document

Structura UK Limited



### Environmental Policy Statement

The management and all who work at Structura UK Limited are committed to the care of the environment and the prevention of pollution.

The organisation is further committed to ensuring that all its activities are carried out in conformance with the relevant environmental legislation (and the Code of Practice issued by the trade Association)

The organisation seeks to minimise waste arising, promote recycling, reduce energy consumption, reduce harmful emissions and, where possible, to work with suppliers who themselves have sound environmental policies.

An essential feature of the environmental management system is a commitment to continual improvement of environmental performance. This is achieved by setting annual environmental improvement objectives and targets which are regularly monitored and reviewed. The objectives and targets are publicised throughout the organisation and all staff are committed to their achievement.

In order to ensure the achievement of the above commitments, the organisation has implemented an environmental management system which satisfies the requirements of ISO 14001.

This Policy and the obligations and responsibilities required by the environmental management system will be communicated to all employees and contractors working on behalf of the organisation.

This Policy is available to the public on request and will be reviewed periodically to ensure its continuing suitability.

Signed

A handwritten signature in black ink, appearing to be "D. P. A.", written over a horizontal line.

Date - January 2015

Issue: January 2015

Compliant Environmental Policy Statement

Form: SUKIMS01

24. 228+33

## 15 QUALITY CONTROL SYSTEM

### CERTIFICATE OF REGISTRATION



This is to certify that the Management System of:  
**Structura UK Limited**  
Unit 1, Oakcroft Road, Chessington, KT9 1RH  
and as detailed on the Annex to this certificate  
has been approved by ISOQAR



**10256**

BS OHSAS 18001:2007

**Scope of Activities:**

Design, Manufacture and installation of Curtain Walling, Entrances and Shop Fronts, Windows, Doors, Smoke Vents and Cladding in Metal and associated Metal Work, including accessories.

Certificate Number:	<b>10256-HAS - 001</b>
Initial Registration Date:	<b>12 July 2012</b>
Re-issue Date:	<b>1 June 2015</b>
Expiry Date:	<b>12 July 2018</b>

Signed by:  
Steve Stubley, Technical Director  
(on behalf of ISOQAR)

This certificate will remain current subject to the company maintaining its system to the required standard. This will be monitored regularly by ISOQAR. Further clarification regarding the scope of this certificate and the applicability of the relevant standards' requirements may be obtained by consulting ISOQAR. This certificate is one of several issued to registration number 10256.

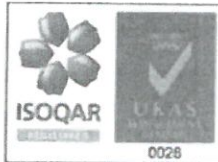
ISOQAR Limited, Alcumus Certification, Cobra Court, 1 Blackmore Road, Stretford, Manchester, M32 0QY.  
T 0161 865 3699 F 0161 865 3685 E isoqarenquiries@alcumusgroup.com www.alcumusgroup.com/isoqar

This certificate is the property of ISOQAR and must be returned on request

# CERTIFICATE OF REGISTRATION



This is to certify that the Management System of:  
**Structura UK Limited**  
**Unit 1, Oakcroft Road, Chessington, KT9 1RH**  
**And as detailed on the Annex to this certificate**  
has been approved by ISOQAR



**10256**

ISO 14001: 2004

**Scope of Activities:**

Design, Manufacture and installation of Curtain Walling, Entrances and Shop Fronts, Windows, Doors, Smoke Vents and Cladding in Metal and associated Metal Work, including accessories.

Certificate Number:	<b>10256-EMS - 001</b>
Initial Registration Date:	<b>12 July 2012</b>
Re-issue Date:	<b>1 June 2015</b>
Expiry Date:	<b>12 July 2018</b>

Signed by:  
Steve Stubley, Technical Director  
(on behalf of ISOQAR)

This certificate will remain current subject to the company maintaining its system to the required standard. This will be monitored regularly by ISOQAR. Further clarification regarding the scope of this certificate and the applicability of the relevant standards' requirements may be obtained by consulting ISOQAR. This certificate is one of several issued to registration number 10256.

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T 0161 865 3699 F 0161 865 3685 E isoqarenquiries@alcumusgroup.com www.alcumusgroup.com/isoqar  
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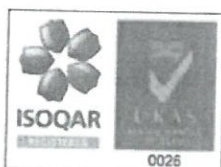


24. 24833

# CERTIFICATE OF REGISTRATION



This is to certify that the Management System of:  
**Structura UK Limited**  
**Unit 1, Oakcroft Road, Chessington, KT9 1RH**  
**and as detailed on the Annex to this certificate**  
has been approved by ISOQAR



**10256**

ISO 9001: 2008

**Scope of Activities:**

Design, Manufacture and installation of Curtain Walling, Entrances and Shop Fronts, Windows, Doors, Smoke Vents and Cladding in Metal and associated Metal Work, including accessories.

Certificate Number:	<b>10256-QMS - 001</b>
Initial Registration Date:	<b>12 July 2012</b>
Re-issue Date:	<b>1 June 2015</b>
Expiry Date:	<b>12 July 2018</b>

Signed by:  
Steve Stubley, Technical Director  
(on behalf of ISOQAR)

This certificate will remain current subject to the company maintaining its system to the required standard. This will be monitored regularly by ISOQAR. Further clarification regarding the scope of this certificate and the applicability of the relevant standards' requirements may be obtained by consulting ISOQAR. This certificate is one of several issued to registration number 10256.

ISOQAR Limited, Alcumus Certification, Cobra Court, 1 Blackmore Road, Stretford, Manchester, M32 0QY.  
T 0161 865 3699 F 0161 865 3685 E isoqarenquiries@alcumusgroup.com www.alcumusgroup.com/isoqar

This certificate is the property of ISOQAR and must be returned on request.

# 16 STANDARD TERMS AND CONDITIONS

**DEFINITIONS - In these conditions;**

"The Company" means Structura UK Limited or any subsidiary thereof.

"The Customer" means the party to whom the Goods or the Services are to be supplied hereunder.

"The Contract" means the Contract for the sale of the Goods or the Services in which these conditions are incorporated.

"The Goods" means the Goods which are the subject of the Contract.

"The Services" means the Services which are the subject of the Contract.

"Working Day" means Monday to Friday inclusive excluding public holidays.

"Normal Working Hours" means between the hours of 08:00 and 17:00 on a normal Working Day.

**QUOTATIONS**

(a) Quotations shall only be valid for a maximum period of 30 days from the date of the quotation unless otherwise agreed in writing.

(b) The quotation may be withdrawn or cancelled or amended by the Company at any time prior to acceptance within the validity period by written or oral notice.

**ACCEPTANCE OF ORDER**

(a) The Company's quotation is an invitation to treat and not a contractual offer. No order placed by the Customer shall be binding upon the Company unless and until accepted in writing or by delivery of the whole or part of the Goods and/or the Services ordered.

(b) The Company reserves the right to correct any typing or clerical and other bona fide errors whatsoever appearing herein or on the quotation or in any written acceptance of any order placed by the Customer.

**DELIVERY**

(a) Dates quoted by the Company for delivery of the Goods and/or for commencement of the Services are the Company's best estimate but all such dates are to be treated as estimates only and shall not have any contractual obligation and are subject to the Company not being delayed by instructions or lack of instructions from the Customer or by any other cause whatsoever which will include late delivery by the Company's Suppliers.

(b) The Company reserves the right to make partial deliveries of Goods and/or of the Services. If delivery is made by instalments, any delay in transport or delivery or any particular instalment or delivery of faulty Goods and/or Services in any one instalment shall not entitle the Customer to repudiate the whole contract nor relieve the Customer of his obligation to accept and pay for the remaining instalments.

(c) Risk of loss or damage in transit will be borne by the party paying freight charges.

**PRICE, INSTRUCTIONS AND VARIATIONS**

(a) The price of the Goods and/or the Services shall be the price stated in the quotation or such other price expressly agreed in writing. If no such price for the Goods and/or the Services is fixed the price shall be that calculated using the Company's standard procedure for pricing current at the date when the Contract is made.

(b) The Company reserves the right by giving notice to the Customer at any time before delivery to increase the price of the Goods and/or the Services to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials, surcharge or other costs of manufacture), any change in delivery dates, quantities or specification for the Goods and/or the Services which is requested by the Customer, or any delay caused by any instruction of the Customer or failure by the Customer to give the Company adequate information or instructions.

Where the Company has manufactured the Goods in preparation for a delivery date agreed to by the parties, if the Customer requires a deferred delivery date to which the Company agrees, and either the Company is required to store the Goods at its premises, or to deliver the Goods to site at the risk of the Customer as hereinafter provided, the Customer shall be invoiced for the Goods at the original delivery date and shall be invoiced for any balance when the Contract has been completed. The customer shall be responsible for any storage costs incurred by the Company as a result of the Customer's requirement for a deferred delivery date.

All variations issued to the Company by the Customer must be in writing and with the price agreed prior to the Company commencing with the works and or material procurement. The Company for its part will substantiate, upon request, the price quoted using the previously agreed/applied rates, or the Companies current pricing procedure. If the Customer fails to adhere to this procedure the Company will accept no responsibility whatsoever for any delays to the agreed programme or for any loss or costs incurred by the Customer howsoever incurred.

**TERMS OF PAYMENT**

(a) Subject to Clause 6 (f) below the Customer shall make payment in full for the Goods and/or the Services within 30 days from the date of the delivery of the Goods and/or the carrying out of the Services. No retention shall be applicable to any payments. Time of payment shall be of the essence for all contracts between the Company and the Customer to which these Conditions apply.

Neither disputes arising under the Contract nor factors outside the control of the Customer or the Company shall entitle the Customer to delay payment in full or in part

No payments to the Company may be withheld or may any counterclaims of the Customer be set off against any payment due.

(d) In the event of default in payment by the Customer, the Company shall be entitled without prejudice to any other of its rights or remedies to suspend all further deliveries without notice and to charge interest on the amount overdue at the rate of 5% over the base rate of the Bank of England from time to time.

Failure by the Customer to make payment in respect of any one or more instalments of Goods delivered and / or the Services carried out hereunder shall entitle the Company to treat the whole of the Contract, at its discretion, as repudiated by the Customer.

Payment terms as referenced in 6 (a) above are subject to the Company obtaining a satisfactory credit rating for the Customer and documented verification of previous good trading practices. The Company at its sole discretion will approve or decline a credit facility, and upon such facility being provided the Company always reserves the right to withdraw such facility at any time whatsoever, the Company may also elect to implement other payment terms, such as but not exclusive to; payment for the cost of Goods and or Services carried out or completed to date, cash on delivery, upfront payment.

**SPECIFICATION**

(a) The Company reserves the right to improve or amend the specification of any Goods at any time.

(b) Any performance figures given by the Company are based upon experience and are as such as the Company expects to obtain on test. The performance figures shall not form part of or be incorporated by reference into the Conditions hereunder, unless the Company specifically guarantees them in writing. Only written warranties and representations may be relied upon by the Customer.

(c) No on or off site testing has been included for within the Company's quotation. If this is required, extra costs and programme time will apply which the Customer will pay for.

The Company will wipe down and de-tape the Goods after they install them. The Company has not allowed for a final clean at or after the completion of its installation work or section(s) thereof, nor for protection of the works thereafter.

Point West, Cromwell Road, London  
Windows & Doors Servicing & Repairs

Structura (UK) Limited

#### CUSTOMER MANUFACTURING DESCRIPTIONS

The Customer shall be solely responsible for ensuring that all details given to the Company either by the Customer or by the Customer's advisors or consultants relating to the Contract including measurements, colours, materials, products and locations and all drawings, advice and recommendations are accurate correct and suitable. The Customer shall not be entitled to cancel any order made to its own specification and the Company shall not be obligated to accept any such Goods for return, repair or replacement unless any such Goods are covered by the Company's warranty and in such case, clause 16 will apply.

#### SITE PREPARATION

- (a) The Customer shall give the Company at least 10 working days notice in writing that the site is ready for work or the Services to be commenced in accordance with the agreed programme and subject always to the other scheduled commitments of the Company.
- (b) If either:- (i) the Company shall be called to the site and the site shall not be ready for the Services to be commenced, or (ii) if, while the Company is on site, the Services are delayed by any cause outside the control of the Company, then in either case, the Customer shall reimburse the Company at a reasonable rate in respect of the labour and the transportation costs thereby incurred by the Company and any other reasonable costs incurred.

#### RISK

- (a) The Company has made no provision for the protection of the Goods and/or the Services from delivery of the Goods and/or carrying out the Services.
- (b) Unless otherwise agreed between the parties the risk in the Goods shall pass to the Customer when the Goods are delivered (to site) and the Customer shall effect and maintain adequate insurance in full value against all damage to or loss of such Goods. The Customer shall, if required, produce to the Company evidence of such insurance cover.

The Customer shall at all times ensure that adequate security is provided so as to prevent any loss or damage to any of the Companies property or hired in equipment, and undertakes to reimburse the Company for any loss or damage incurred resultant from a failure by the Customer for providing such security.

#### PASSING OF THE PROPERTY

- (a) Notwithstanding delivery and passing of risk, title to the Goods shall not pass to the Customer but shall be retained by the Company until the agreed price for the Goods and/or Services has been paid in full and until such time the customer shall hold the Goods as the company's fiduciary agent and bailee.
- (b) Without prejudice to any other of the Company's rights, until such time as title in Goods has passed to the Customer:-
- (i) The Company shall have absolute authority to retake, sell or otherwise deal with or dispose of all, any or part of the Goods in which the title remains vested in the Company.
- (ii) For the purpose specified in the foregoing sub-paragraph, the Company or any of its agents or authorised representatives shall be entitled at any time and without notice to enter upon any premises in which the Goods or any part thereof are located, or are reasonably believed so to be, and repossess the Goods.
- (iii) The Company shall be entitled to seek a Court injunction to prevent the customer from selling, transferring or otherwise disposing of the Goods.
- (iv) The Customer shall store or otherwise denote the Goods in respect of which the title remains with the Company in such a way that the same are clearly identifiable as the property of the Company.

#### SUPPLY ONLY CONTRACT

Where the Contract provides for the supply only of the Goods if the Customer requests any assistance with off-loading or installation or commissioning of the Goods, the Customer shall be responsible for the Company's costs.

#### STRUCTURE AND CONSENTS

The Customer shall ensure that any structure to which the Goods are to be annexed and/or upon which the Services shall be carried out shall be correctly designed and soundly constructed, and suitable for the Goods to be so annexed and for the Services to be carried out. The positions of any concealed services are to be brought to the attention of the Company. The Customer shall indemnify the Company against any costs, expenses, damages or losses suffered by the Company, as a result of third party claims against the Company, which is caused as a result of any inherent defect in the structure to which the Goods are to be annexed or upon which the Services are carried out.

It shall be the responsibility of the Customer to ensure that all necessary planning permissions, Building Regulation approval, local authority approvals and any other consents have been obtained for the installation of the Goods and/or carrying out of the Services.

#### CHANGES IN PRODUCTS AND POLICIES

- (a) The Company may at any time add, change or cease making available any Goods without notice to the Customer, and the Customer shall have no claim against the Company for failure to furnish Goods of the type previously sold.
- (b) The Company may at any time change the warranty set out in clause 16 without incurring any liability to the Customer.

#### VALUE ADDED TAX

Prior to providing any Goods or commencing any Services the Customer shall notify the Company in writing of any zero-rated Contracts strictly in accordance with the rules agreed by H M Customs & Excise. Otherwise all prices quoted are subject to VAT at the prevailing rate.

#### WARRANTY

The Warranty set out in this clause applies to materials that have been manufactured by the Company. The Company undertakes to repair or replace at the Company's option, free of charge, any such materials, or part thereof, used under normal conditions for which the material was designed, which is found, to the Company's reasonable satisfaction, to be faulty in either materials or workmanship within twelve calendar months from the date of delivery of the Goods and/or the Services being carried out. Misuse or damage due to defective installation by Customer is excluded. Where Goods only are supplied, the Goods shall be returned to the Company's premises at the Customer's expense unless the Company agrees otherwise in writing. The Company's responsibility under this clause shall cease if:

The Customer has not paid in full all invoices for the Goods and/or the Services supplied by the Company within the time stipulated by these conditions.

- (ii) The Company's representatives are denied full and free right of access to the Goods and/or the Services for the purposes of repair or replacement or remedial work during normal working hours.
- (iii) The Customer permits persons other than the Company's employees or agents or those approved or authorised by the Company to effect any replacement of parts, maintenance, adjustments or repairs to the Goods.
- (iv) The Customer has not properly maintained the Goods.
- (v) The Customer uses any spare parts or replacement for the Goods that are not manufactured by or on behalf of the Company, nor supplied by the Company.

In the case of any part of the Goods not manufactured by the Company, then the Customer shall be entitled to only such benefits as the Company may receive under any guarantee or Warranty given to the Company in respect thereof.

When reasonably required by the Company, for the purposes of the Goods and/or the Services, the Customer shall provide tower scaffold, craneage, etc., where necessary at no cost to the Company.

If the Company's representative is required to attend the Customer's premises to effect remedial work under warranty and it is found that the fault is not with the Goods and/or Services, or that the fault is deemed not to be covered by the Warranty, or that no problem exists, then the Company reserves the right to charge (and be paid a reasonable fee) for such call outs.

Notice in writing of the defects complained of together with full details shall be given to the Company within three working days of the date of discovery. The Company reserves the right to vary notification procedure which shall be as devised by the Company in writing from time to time.



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Structura (UK) Limited

Alternatively to clause 16(a), the Company shall be entitled at its absolute discretion to refund the price of the defective Goods and/or Services in the event that such price shall already have been paid by the Customer to the Company, or, if such price has not been paid, to relieve the Customer of all obligations to pay the same by the issue of a credit note in favour of the Customer in the amount of such price.

#### BREACH BY CUSTOMER

If the Customer shall commit any material breach of its obligations hereunder or shall commit an act of bankruptcy or (being a corporation) shall go into liquidation other than for the purpose of reconstruction or amalgamation or shall suffer the appointment of a receiver of any of his or its property or make any deed or arrangement with or composition for the benefit of any of his or its creditors, or if in the opinion of the Company, the customer's credit becomes impaired, the Company shall have the following rights and remedies in addition to any other rights and remedies provided by applicable law:-

- (a) The Company shall have the right forthwith to terminate the Contract or any part of it.
- (b) All sums shall become immediately due and payable, notwithstanding any credit terms previously in effect.

The Company may refuse any order placed by the Customer.

The Company may cancel any accepted orders or delay shipment of any order.

If credit previously has been extended by the Company to the Customer and the Company elects to make further sales to the Customer, the Company may require payments on a C.O.D. or cash-in-advance basis.

In the event collection of sums due from the Customer to the Company is referred to lawyers or debt recovery agents for which the Company is insured or if proceedings are brought to collect such sums or to enforce the right of the Company, the Customer agrees to pay all costs, commissions, administration charges and reasonable fees, including such costs and fees incurred in any appeal or proceedings and in executing on any judgment and shall indemnify the Company in this respect.

#### LIABILITY

The customer agrees that it has read the Conditions of Sale, that they have been explicitly negotiated and that they have become a part of the basis of its bargain with the Company.

Except in respect of death or personal injury caused by the negligence of the Company the Company's aggregate liability, if any, to Customer whether for negligence, breach of contract, misrepresentation, unless fraudulent, or otherwise shall, in no circumstance, exceed £1,000,000 (one million pounds sterling).

Except as expressly provided for in these Conditions;

All conditions and representations expressed or implied by statute, common law or otherwise in relation to the Goods and or Services are hereby excluded to the fullest extent permitted by law save for liability for death or personal injury caused by negligence of the Company.

The Company shall have no liability for any direct/indirect or consequential losses or expenses suffered by the Customer, howsoever caused, and excluding without limitation loss of anticipated profits, goodwill, reputation, business receipts or contracts, or losses or expenses resulting from third party claims.

#### INDEMNITY BY CUSTOMER

The Customer shall indemnify the Company in respect of any costs, claims, actions and losses claimed by any third party which are attributable either to the equipment, installations or premises of the Customer or to any act or omission of the Customer.

#### FORCE MAJEURE

The Company shall not be under any liability to the Customer or to any other party for any delay, loss or damage caused wholly or in part by any act, matter or thing beyond its control including failure by the Customer to carry out its obligations under this Contract.

#### PATENTS AND COPYRIGHT

Orders to Customers drawings or specifications are executed only on the understanding that the Customer will indemnify the Company against all losses and claims of whatsoever nature incurred by or made against the Company in respect of infringement of patents, copyright or other intellectual property rights of any other person. Copyright in the Company's drawings and specifications shall not pass to the Customer in respect of the Goods and/or the Services.

#### PREVAILING TERMS AND CONDITIONS AND DISPUTES

These terms and conditions remain absolute, any instructions issued by the Customer will be deemed to incorporate all these terms. No terms issued in any instructions or any other documentation issued by the Customer, and no variation or departure from these conditions and no other term or condition whatsoever which is not contained herein shall have any force or effect in so far as the Company has expressly agreed thereto in writing.

In the event that a dispute arises between the parties to this contract, either party may give notice referring the dispute to adjudication, which shall proceed in accordance with the provisions contained in the Scheme for Construction Contracts (England and Wales) Regulations 1998 amended as follows: - in default of agreement between the parties, the adjudicator shall be nominated by the Royal Institute of Chartered Surveyors

The decision of the mediator will be final and binding.

#### DAMAGE LIMITATION

The Company does not accept the liquidated and ascertained damages clause contained in any Contract Terms & Conditions. The Customer places an order with the Company accepting that there is in existence a damages limitation clause limiting the damages contra-charge to a total maximum of 5% of the Company's order value.

#### SEVERABILITY

If any of these Terms & Conditions is held to be invalid, illegal or unenforceable in any respect, whether in whole or in part, such invalidity, illegality or unenforceability shall not prejudice the effectiveness of the rest of the Terms & Conditions or the remainder of any part of a Condition so affected.

#### WAIVER

No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

#### GOVERNING LAW

Any Contract to which these Conditions apply shall be governed by, and construed in accordance with the law of England and Wales and the Customer submits to the non-exclusive jurisdiction of the English Courts. Specific Terms & Conditions are detailed overleaf and form part of these Standard Terms and Conditions.

**17 APPENDIX A – LIFE EXPECTANCIES & GUARANTEES**

ITEM	SUPPLIERS GUARANTEE	ESTIMATED SERVICE LIFE OF COMPONENTS (ESLC) *	TYPE OF INSPECTION	BS8210 4.2.3	MAINTENANCE LEVEL BS7530 (2003) TAB. 1	SAFETY CONSEQUENCE
1 Aluminium (Subject to item 4 & 5)	-10 years	-60 years	2	General	2	4
2 Glass (Subject to item 2a, 2b, 2c & 3a & b)	-10 years	-30 years	2	General	2	2
2a Double Glazed Unit	-10 years from Manufacture	-30 years	2	General	2	8.(6)
2b Laminated Glass Unit	-10 years from Manufacture	-30 years	2	General	2	8.(6)
2c Heat strengthened & Toughened Glass Unit	-10 years from manufacture (Nickel Sulphide Breakage excl)	-30 years (Nickel Sulphide Breakage excl)	2	General	2	8.(6)
3a Coating on Glass	-10 years	-30 years If within the internal cavity of the double glazed unit	1	Routine	2	8.(6)
3b Fritting on Glass	-10 years	-30 years If within the internal cavity of the double glazed unit	1	Routine	2	8.(6)
4a Paint Coatings: PVDF	-10 years by Material Supplier -10 years by Applicator	-30 years	2	General	2	4
4b Paint Coatings: PPC	-25 years by Powder supplier -25 years by Powder	-30 years	2	General	1	4
5 Anodising	-25 years	-30 years	2	General	2	4
6 Silicone, Gaskets, Sealant & Membranes	-10 years	-30 years - (Internal) -20 years - (External)	3	Detailed	2	8.(4)
7 Insulating Materials & Slab Fire Stopping	-10 years	-30 years	1	Routine	3	8
8 Doors, Blinds, Motors & Mechanisms	-1 year from Commissioning	- To Be Agreed	3	Detailed	2	8.(7)
9 Ironmongery, Pivots, etc	-5 years from Commissioning	-10 years	3	Detailed	2	8.(7)
10 Other materials such as Brackets, Fixings etc	-10 years	-the life of the building with periodic treatment (as per maintenance manual)	2	General	3	4.(2)
11 Stone, Terracotta	-as per supplier commitment	-To Be Agreed	3	Detailed	2	4.(2)
12 Steel Elements	-10 years	-60 years	2	General	2	4

\*ISO 15686-1 (2000): ESLC = RSLC x Factor A x Factor B x Factor C x Factor D x Factor E x Factor F x Factor G

Where Factor A=Quality of Components, Factor B=Design Level, Factor C=Work Execution Level, Factor D=Indoor Environment, Factor E=Outdoor Environment, Factor F=In Use Conditions Factor, =Maintenance Level

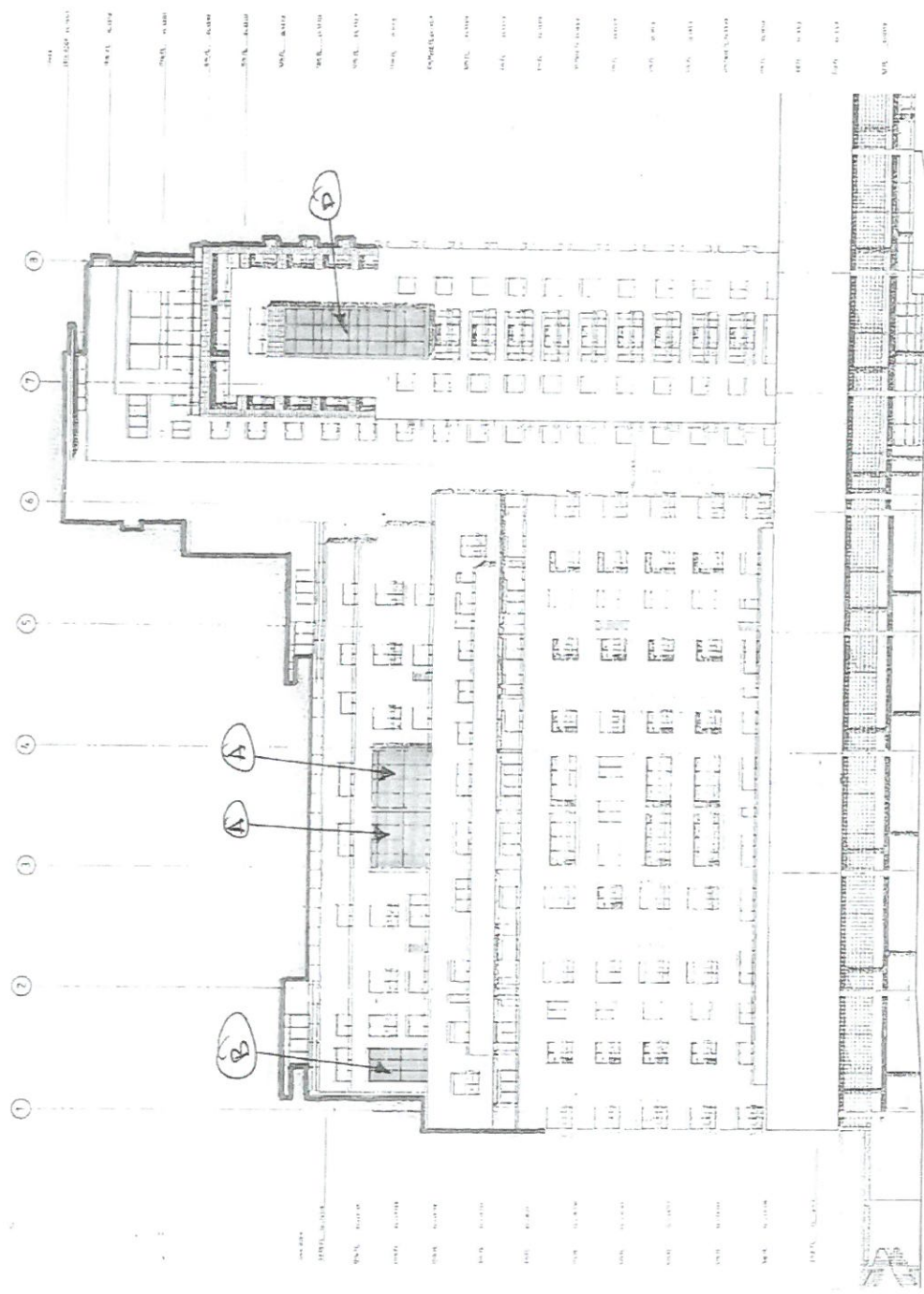




24.30.8/32

Point West, Cromwell Road, London  
Windows & Doors Servicing & Repairs

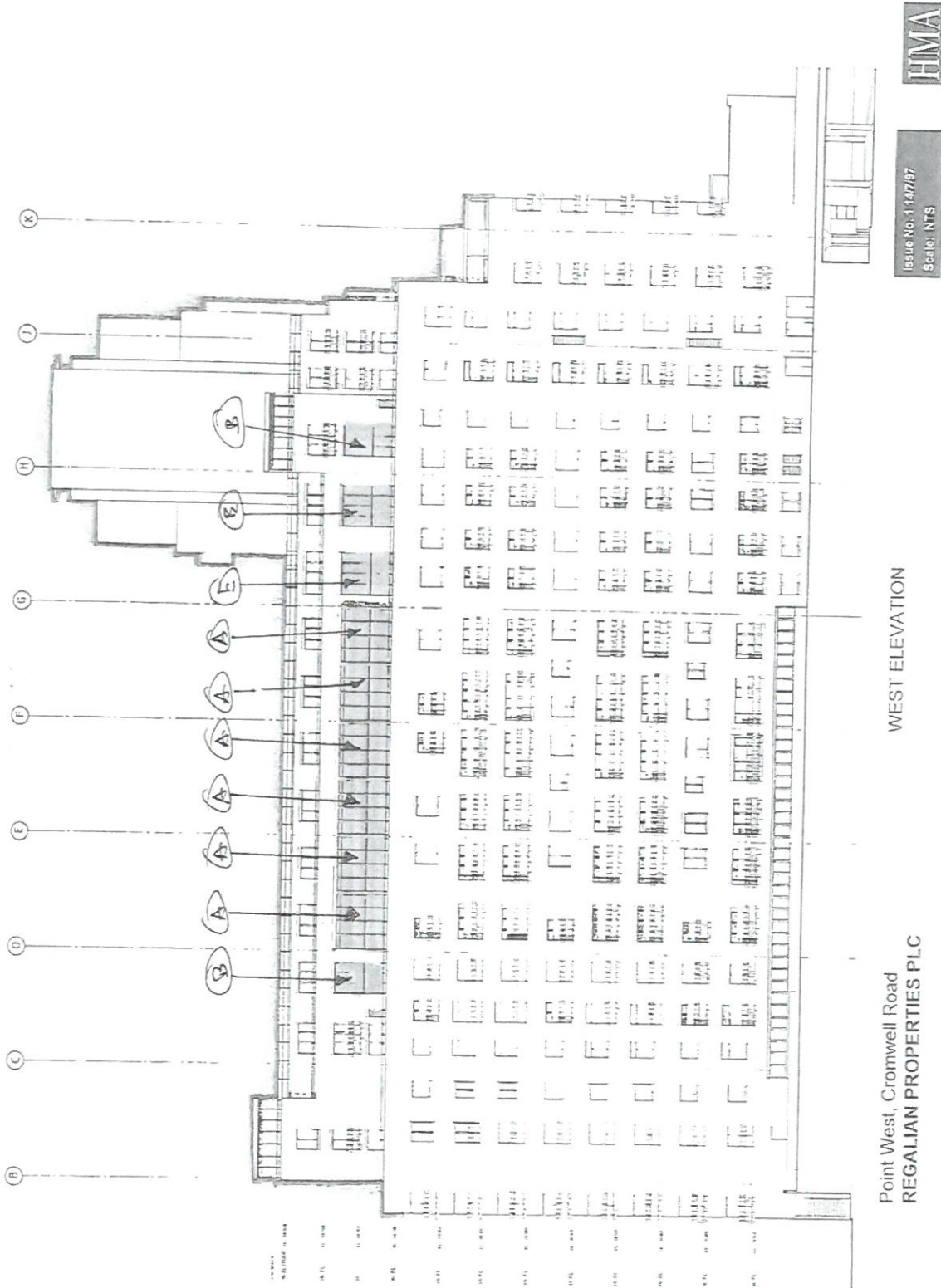
Structura (UK) Limited

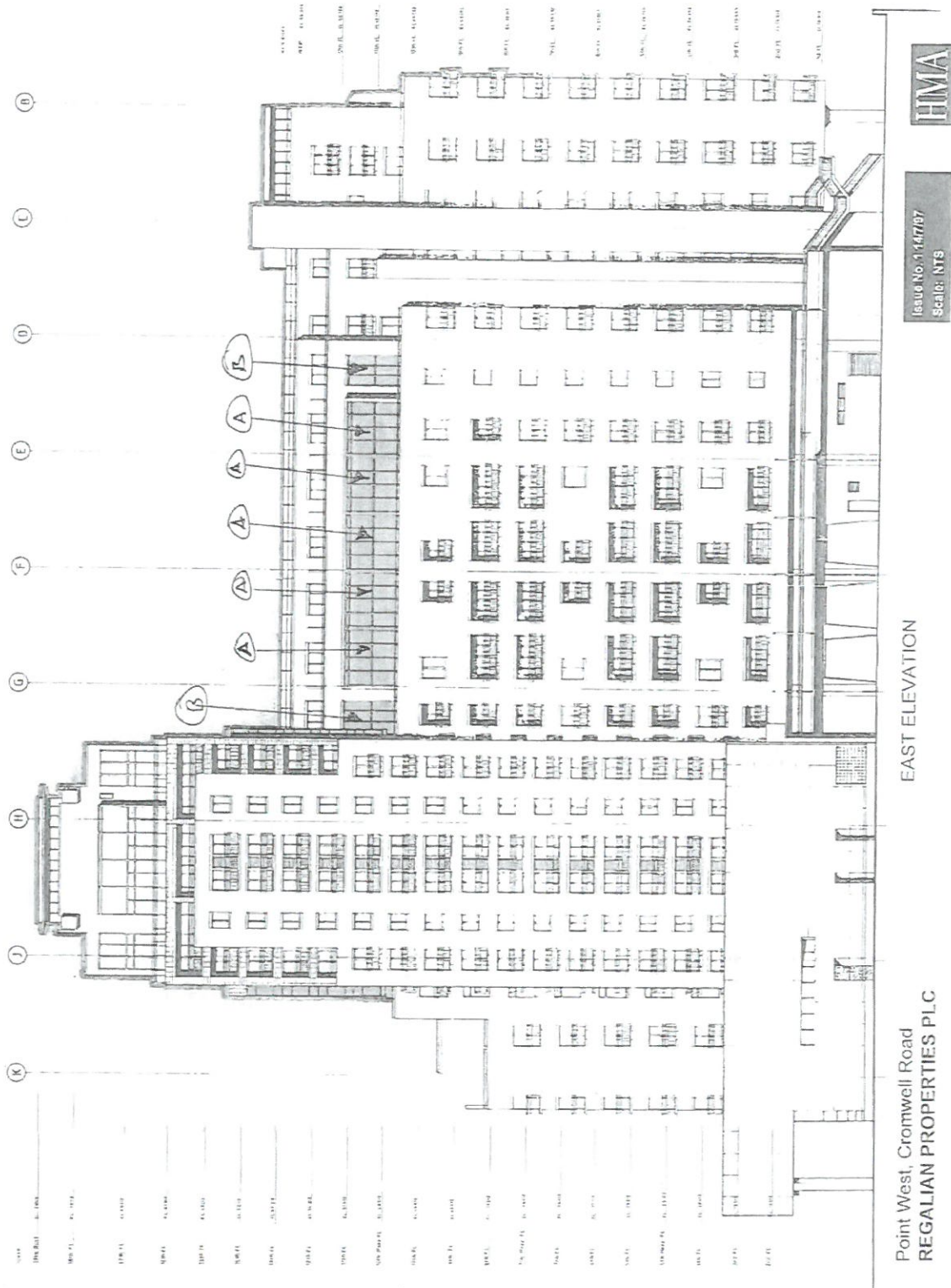


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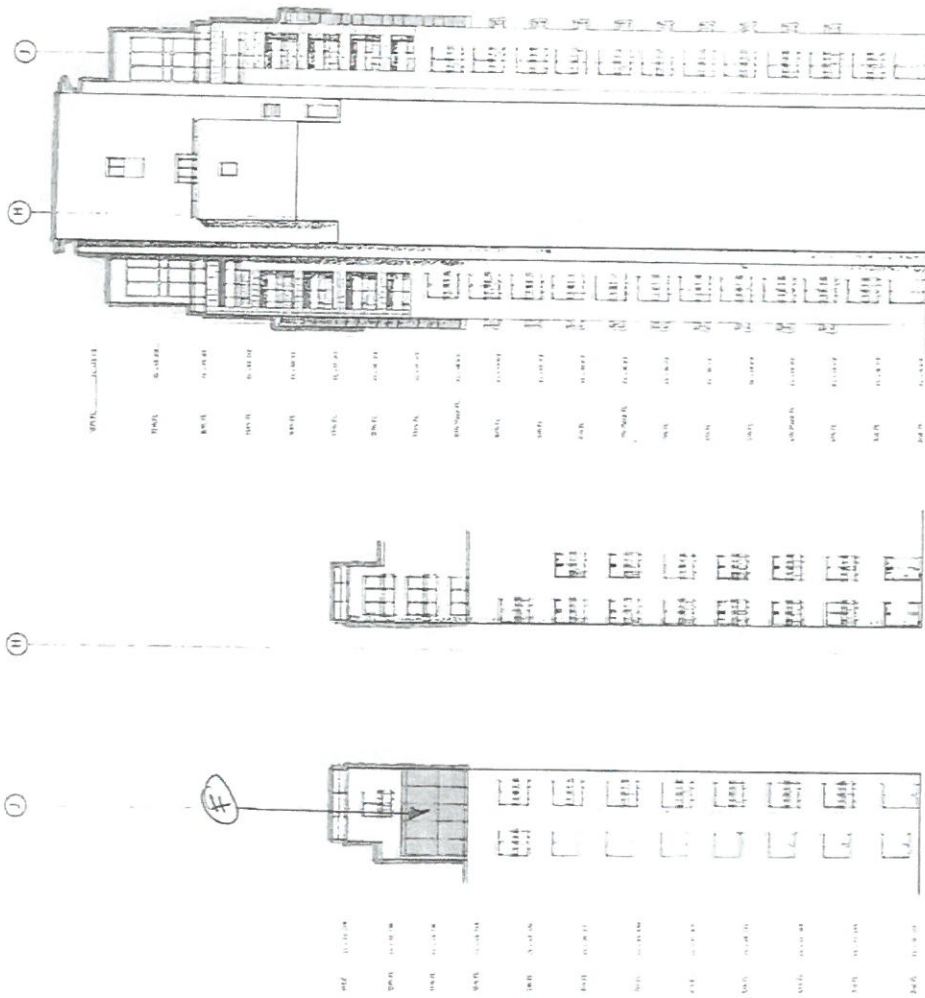
SOUTH ELEVATION

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REGALIAN PROPERTIES PLC









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EAST WEST OBSCURED ELEVATION

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