

## TERMS AND CONDITIONS

### Part 1

#### For Off Site Solutions (RT) Limited (“OSS”)

##### A. Basis of Quotation and Payment

1. Our quotation is strictly nett and does not include for any retention, bonds, warranties or Main Contractors Discount.
2. Our payment terms are 30 days net monthly.
3. All prices are exclusive of VAT which will be added at the prevailing rate.
4. OSS will invoice all materials and/or goods on delivery (or in accordance with clause B1. below). An authorised signatory of the Contractor will be required to accept delivery.
5. Our quotation is open to acceptance for 60 days.
6. Our quotation is based on current information and is subject to variations on receipt of full and final information.
7. Our quotation forms the basis of our order and scope of works and we can not accept any responsibility for the sufficiency of quantities, design, specification or any other provisions associated with a main contract or other agreement.
8. Any agreement resulting from this offer shall be on the basis of a material supply order, subject to the terms of this letter and any other terms agreed between us in writing.
9. The property in any goods supplied by us shall only pass to the Contractor once full payment of all monies owed to us by the Contractor has been received.
10. All orders will be subject to credit approval, if our insurer will not approve the limit required, revised payment terms will need agreement prior to manufacture. If credit limits are withdrawn or exceeded during the project we reserve the right to delay or withhold deliveries or manufacture until such time as the credit limit position is resolved.

##### B. Programme and Design

1. A contract programme of works will need to be agreed prior to the commencement of our drawings. Material procurement will only commence on approval/sign-off of our drawings and production will only commence on approval/sign-off of the First Off quality control pod (“the First Off”). The contract programme of works will book production capacity during the period indicated in the programme and it is a condition of supply that should there be delays to the agreed delivery dates, payment will be made for pods manufactured, completed and stored either at OSS’s premises or off site (all manufactured pods will be vested with the Contractor, subject to receipt of payment for such pods). Any delay beyond 4 weeks will result in the need for additional undercover storage, which will be charged to the Contractor.
2. Delivery of pods shall be in accordance with the contract programme agreed between the Contractor and OSS.
3. If delays occur to the design freeze date indicated in the contract programme, we reserve the right to change the production and delivery dates.
4. Our design responsibility is limited to the pod shell construction and the installation workmanship of the fittings. The Contractor shall accept design responsibility for the specification of the fittings and the integration of the pod within the building structure including the fire and acoustic requirements and the M&E installation. It is the Contractor’s responsibility to ensure that our product is acceptable to their client.

##### C. First Off and Manufacturing

1. Inspection and sign-off of the First Off pod (or of each type if more than one) will be carried out at OSS’s factory by authorised signatories of the Contractor. The signed-off pod(s) will be the agreed quality standard for the remaining pods. Any damaged packaging, breakages or shortages must be notified to us in writing within three days of delivery.
2. Bathroom pods are supplied with a 9mm OSB temporary door fitted. All bathroom pods shall contain suited locks and the key shall be retained by us until such time as the Contractor signs the handover form detailed in E.1 below which shall take place within a maximum of two weeks from delivery.
3. Protective pod wrapping is included, however this wrapping is provided for transport protection only. It is the Contractor’s responsibility to ensure the pods are adequately protected from the elements and damage once delivered.

#### **D. Delivery**

1. Deliveries will be made, using 45' articulated vehicles, in full loads throughout the duration of the project. If part loads are required they will be charged at full load rates. Additional loads above the No. of loads allowed for on page 2 of this covering letter shall be charged at the cost per load rate.
2. It is the Contractor's responsibility to ensure that adequate access and hard standing are made available on site for our 45' articulated vehicles.
3. Large quantities of pods required on the same day or week will only be accommodated if this has been discussed and agreed in advance between OSS and the Contractor.
4. It is the Contractor's responsibility to provide suitable storage for the pods if the pods are not craned into position directly from the delivery vehicle.
5. A maximum of two hours unloading time, from the agreed delivery time, has been allowed for, any time in excess of this will be charged to the Contractor at £50 per hour or part thereof.
6. Deliveries cancelled by the Contractor within 24 hours of the agreed delivery time will be charged to the Contractor in full at the rate incurred by OSS.
7. If adverse weather conditions, or any other unexpected event, prevent safe offloading, the abortive costs of the delivery will be split equally between the Contractor and OSS.
8. OSS shall deliver Monday to Friday and during normal working hours only (Unless otherwise agreed in writing between OSS and the Contractor).

#### **E. Handover and Site**

1. A project specific handover form shall be agreed between us. An authorised representative from both the Contractor and OSS shall be present at the opening of the bathroom pod and the handover form completed, noting any snagging or remedial work required, if necessary. Joint inspection and handover shall be carried out within 2 weeks of delivery otherwise pods will be deemed to have been accepted and handed over by default.
2. All risk and responsibility in connection with the pods passes to the Contractor on delivery. OSS cannot accept any responsibility for damage to the pods after delivery.
3. Following delivery, it is the Contractor's responsibility to ensure that the pods are kept secure and locked and any loss resulting from damage and/or theft of the pod or items within the pods shall be borne by the Contractor only.

## Part 2

### EXCLUSIONS

Only the items referred to in the specification sheets have been included in OSS's quotation. If a product is not contained within the specification sheets then it is not included within our quotation.

In addition we have not included for any of the following items (unless agreed elsewhere in this document).

#### General

1. Any building work or making good the same.
2. Any fire or acoustic board, sleeves or fire collars.
3. Access panels.
4. Removal and disposal of packaging and temporary doors.
5. Any setting out of pods from main gridlines.
6. Any removal of waste or rubbish associated with the pod.
7. Any bearers to be provided with the pod (required to temporarily position pods).

#### Plumbing

8. The supply of TMV thermostatic valves, PRV, TRV valves.
9. Any insulation to the H&C water system.
10. The fitting of shower curtains supplied loose (where applicable these will be supplied loose in one delivery for fitting on site in the pod by others).
11. Any M&E commissioning activities, including:
  - a. checking the flush;
  - b. set the WC cistern level;
  - c. open up the basin and shower outlets to ensure operation;
  - d. flushing of water inlet pipework prior to connection to the pods;
  - e. connection of M&E services to building services;
  - f. chlorination of pipework to the pods;
  - g. setting of shower valves, TMV temperatures, pressures and flow;
  - h. ventilation balance;
  - i. checking and setting of extraction fans; and
  - j. setting of any PIR's or microwave sensors.

#### Electrical

12. Nurse call systems, pull cords, reset button, fire alarm beacons and/or sprinklers.
13. The provision of any PIR's or microwave sensors.
14. The supply of any light switches, fan isolation switches or associated back boxes.
15. Fire and/or acoustics requirements.

### Part 3

#### CLARIFICATIONS

Please note the following clarifications with regard to OSS's quotation. This is to read in conjunction with OSS pod responsibility matrix and drawings.

1. Lifting frames can lift both left and right handed units. The frame is supplied with relevant test certificate and method statement. The number and cost of frames required will depend upon the final design of each type of pod.
2. Pods are manufactured to be placed on an even/level floor only. Any levelling screed that may be required to achieve this is to be supplied and applied by others. Tolerance limits are +/- 2mm on level & +/- 1mm on flatness over the pod footprint.
3. Our manufacturing tolerance is +/- 5mm.
4. Where applicable our extra over price for the supply and fitting of the Gypliner Bracket is to the exterior of the pod wall only. It is the Contractor's responsibility to design, supply, set-out and install the corresponding U-track including all necessary head, floor and corner tracks/angles.
5. Please note that our offer contained in this letter may not be compliant with any specification, employers requirements and/or any other documents sent to OSS as part of the tender documentation or otherwise, in circumstances where OSS have offered an "OSS Standard Footprint & Specification" or "OSS Standard Specification".
6. We have allowed for our standard 8mm bead of white silicone sealant and 3mm grout joints for both tiled and tile-effect pods.
7. We have allowed for white LM silicone sealant to all pods, tiled pods will have white grout for the floor and walls (unless agreed otherwise).
8. The components included within our quotation comply with Building Regulations and statutory requirements.
9. Unless indicated by OSS in writing, our ceilings are not designed to be load bearing and therefore no individual should climb onto the ceiling of the pod. OSS cannot accept any responsibility for damage occurring to the ceiling as a result of the same.
10. It is the Contractor's responsibility to ensure the pods are kept clean on site and OSS shall not be liable to carry out any cleaning (final, builders or otherwise) to the pod.
11. If the Contractor allows access to the pod, once on site, without a representative of OSS present, then OSS will not be responsible for any defects or remedial work in the pod
12. We will produce a pod schedule showing pod handings, location within the building, critical specifications and delivery dates from information supplied by the Contractor ("the Pod Schedule"). It is the Contractor's responsibility to check and approve the Pod Schedule prior to production commencing. Any subsequent changes to this Pod Schedule must be highlighted and issued to OSS immediately in writing. OSS will not be responsible for any costs resulting from a change to the Pod Schedule.
13. Where external plasterboard is to be installed by OSS, the plaster board will finish 10mm above the floor/base frame to reduce the risk of damage and water ingress. Any finishing required to this gap is to be carried out by others on site.
14. Due to the thin floor structure of the GRP pods, they are not intended to be shimmed. The pod must be fully supported with a levelling compound otherwise there may be a risk of the main activity floor space within the pod bouncing if not supported fully. It is acceptable to have minimal packing to accommodate the build tolerance between the base of the pod and finished floor surface after levelling compound is applied. However "shims" should not be used to change the overall height of the pod for levelling to fixed datum's, as this can create point loading.

#### **Plumbing See part 2 exclusions**

15. Plumbing System - Hot & cold pipework will be Uponor MLCP. Factory tested to BSEN12056. Full testing and certification of the plumbing system is carried out prior to delivery. However, it is our experience that the WC pan connector invariably becomes unseated during site handling and final connections, therefore, it is essential that your plumbers re-seat and test the connection prior to full M&E stack testing. The plumbing system is factory tested only and therefore must be retested on site by the Contractor and/or their approved sub-contractor after final connections have been made. Final connection and commissioning of the system is by others who must ensure that, prior to connection, all pipework is flushed clean to prevent blockages and damage to fittings. Where thermostatic controls and valves and timing devices are incorporated, these items are pre-set by the manufacturers and will require testing and re-setting by others during the commissioning process. We have assumed that the water supply will be balanced and that any pressure and/or temperature regulating valves will be supplied and fitted by others.

16. Where WC pan connectors are to be fitted to pods as a straight, direct connection pods, these will be fitted with the MCALPINE Pan Connector MAC-1-BTW mechanically secured connector.
17. Unless instructed in writing by the contractor, OSS will not be fitting shower heads and hoses (if applicable), due to the possibility of these items being stolen from site. These items shall be supplied loose to the contractor to be fitted in the pod by others.

**Electrical See part 2 exclusions**

18. Unless otherwise stated, the pod does not include low energy light fittings as described in the Domestic and Non-Domestic Building Services Compliance Guides 2010 of Building Regulation Part L and we have assumed that these requirements will be met elsewhere in the scheme.
19. Electrical System - Installation in accordance with the 17th Edition of the IEE Regulations. Terminated with coiled cables. Factory tested to BS7671. Pod supply must be protected with a 30mA RCD by others.
20. Unless instructed in writing by the Contractor, where spotlights are specified, the lamps, bezel and casing will be removed and delivered in one batch to the Contractor. The lamp holder is left connected but will be lowered into the pod for transportation. Bulkhead lights, will have their cover removed and left within the pod. We have not included to re-fit these items and have assumed that they will be re-fitted by the Contractor and or their approved sub-contractor on site after positioning.
21. The pod transport protection wrapping must be removed and no insulation placed over the lights, prior to fitting on site by others.