

Proposal Prepared For

**Cassel &
Fletcher**

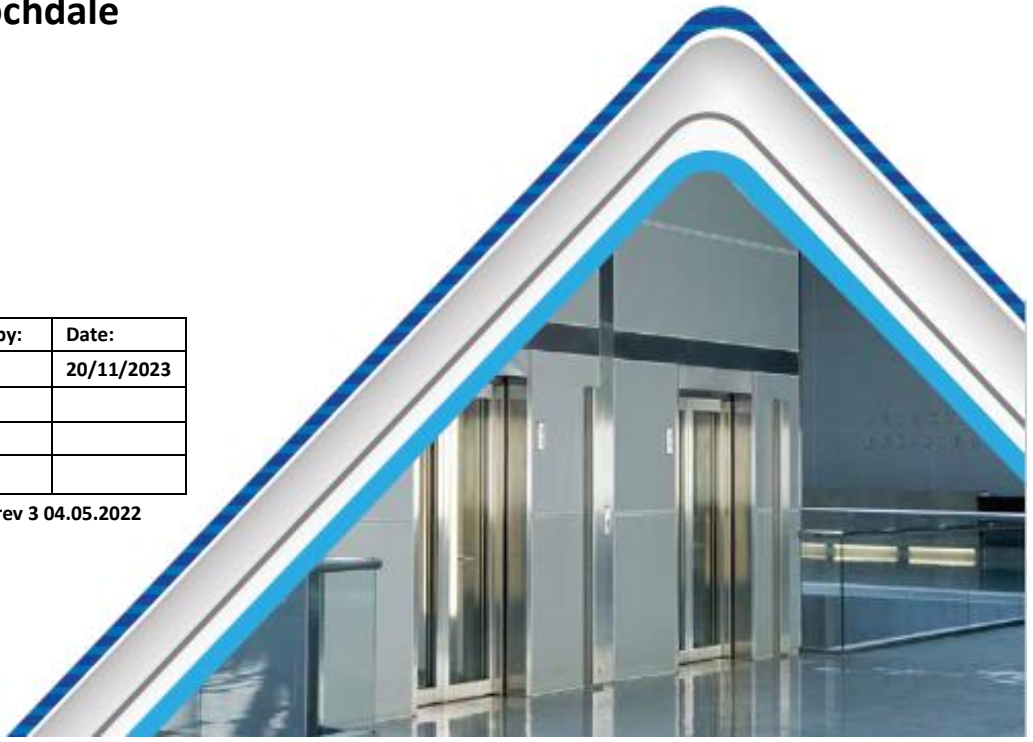
Tender Submission for:

44-46 Yorkshire Street, Rochdale

**Dylan Sheridan
New Lift Sales Manager**

Notes:	Revision:	Issued by:	Date:
Tender Submission	0	RP	20/11/2023

NLS - 003 - AA - Steplift 1M Quote Template - rev 3 04.05.2022



Sheridan Lifts Limited
Stanley House
7 Monsall Road
Manchester
M40 8FY

Tel: 0161 203 6299

Fax: 0161 203 6310

RE: Proposed Lift Installation @ 44-46 Yorkshire Street, Rochdale

Further to your tender enquiry regarding the above scheme, we have pleasure in detailing the perfect lift solution for your project.

The lift offered is our "Executive 1m Steplifts"

For the Total Contract Sum of **£12,500.00** Net.

Our products are designed to provide you with a cost-effective solution to assist you in meeting the requirements of both the **Equality Act 2010** and **Approved Document M** of the **Building Regulations** and fully complies with the Machine Directivity (2006/42/EC).

Sheridan Lifts Limited is a national company with over 40 years' experience within the lift industry, during which time we have built an unrivalled reputation for exceptional service. Here at Sheridan Lifts we put our customers first and strive to deliver on our promise of excellent support and service.

We are confident that our enclosed proposal meets with your approval, however, should you require any further information or clarification, please do not hesitate to contact the undersigned.

Yours faithfully,

Dylan Sheridan
New Lift Sales Manager
Sheridan Lifts Limited

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Section 1

PRICING SCHEDULE

Our Reference: 2023-11-0676

TENDER SUMMARY

To supply and install one lift in accordance with the following specification:

Description	Qty	Cost Per Lift
Lift 1 Executive 1m Steplifts	1	£12,500.00

TOTAL CONTRACT PRICE:

£12,500.00 ex VAT

(Twelve Thousand Five Hundred Pounds)

Contract Value: All prices quoted Net & exclusive of VAT at the prevailing rate

PRICING CLARIFICATIONS

The above price includes the product and finishes as detailed within the Technical Specification part of this document. Alternative product solutions are available from Sheridan Lifts, please ask the undersigned for further details.

Our Quotation has been produced using the information provided by the Purchaser

It is the responsibility of the Purchaser to ensure that the offer complies with the requirements of his customer in all respects. In the event that the installation is required to comply with other areas of the Employers Requirements or with Local, or other Authority Standard Specifications, or that it is necessary to revise the equipment after design, calculations and finishes have been finalised the price will be subject to revision.

Tender Prices

The above prices are subject to VAT and will remain open for acceptance for a period of **28 days** from the date of tender. Should an order not be placed within this period Sheridan lifts reserve the rights to amend this offer.

Payment Terms

1. 30% of the Sub-Contract value – Initial deposit to allow Release of preliminary Design
2. 60% of the Sub-Contract value – Application raised on commencement of manufacture and payment is due on completion of Manufacture, prior to dispatch of goods (Vesting of goods available at this stage)
3. 5% of the Sub-Contract value – Due on completion of installation but prior to Testing & commissioning
4. 5% of the Sub-Contract value – Due on completion of Testing and Commissioning

*Payment terms are subject to a satisfactory credit report being obtained by Sheridan Lifts Ltd.

Payment Gateway/Portals

Any costs incurred and/or set to be incurred as part of the Sub-Contract order due to payment gateways or similar devices a cost equal to those incurred/set to be incurred by Sheridan Lifts will be added to the relevant payment applications unless agreed otherwise.

LADS and Retentions

Retentions – LEIA Contract Guarantee Scheme will apply in lieu of retention.

LADS – up to 1% of Sheridan Lifts Sub-Contract value per week up to a maximum of 10 weeks.

Servicing

Our lifts are offered, as standard, with a 12 month's manufacturer parts warranty, which is subject to regular maintenance being carried out in accordance with the manufacture's recommendations. SLL can provide a 12-month service contract, which is available as a separate negotiation, unless stated as included.



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Technical

The proposed lift equipment, unless otherwise stated, conforms to the latest requirements of the **Equality Act 2010** and **Approved Document M** of the **Building Regulations** and fully complies with the Machine Directivity (2006/42/EC).

Sheridan Lifts Ltd do not provide Consultancy services, however, we are able to recommend Lift Consultants on request.

Drawings and finishes approval

Drawing approval means notification to Sheridan Lifts in writing that the drawings are fully approved, and we can commence manufacture. Car and landing finishes are to be settled at the time of drawing approval and will be submitted in our builder's work packs, in due course of order. Should you have any further programme requirements that differ from the above, we will be pleased to discuss this further with you, in greater detail.

Testing

The Purchaser is required to provide suitable conditions including the completion of all builders works, to enable testing. Any costs of a third-party insurance inspection or Witness Test is the responsibility of the Purchaser.

Design

The responsibility for the concept design for your project will remain with your design team. Sheridan Lifts design portion is limited to compliance with all Lift regulatory requirements that are applicable to your project, guide rails, signage and emergency access procedures. We will ensure our lift proposal operates in accordance with the usage information provided by yourselves or in the case we have been asked to provide a like for like replacement you accept the lift serves your needs.

Please note whilst every attempt has been made to comply with the tender enquiry documentation received, the very nature of this pre-engineered product means that technical variations may apply. If you have any doubts over compliance, please contact the writer.

Signed

Dylan Sheridan

Dylan Sheridan
Sheridan Lifts Limited

Section 2
TECHNICAL SPECIFICATION

Our Reference: 2023-11-0676

Location		Internal environments
Usage		Public use by ambulant and wheelchair users
Maximum passengers		Wheelchair user plus attendant
Lift Safe Working Load	kg	280
Usable Platform (w)x(l)	mm	1100 x 1400
Maximum Travel	m	1.0
Rated Speed	m/s	0.1
Noise (@ 1m/5m)	dB	60 / 50
Power Supply		Single phase 240V 50Hz
Electrical Requirements		Dedicated RCD protected supply
Low voltage operating system		24 VDC Battery driven – do not disconnect from mains for extended periods
Motor Size	kW	0.5
Duty Cycle		10 cycles/hour
Pump operating pressure	bar	150 (max)
Relief Valve Setting	bar	180
Hydraulic Oil Grade		Tellus 32
Operating Range		-10 °C to +40 °C
Safety		Sensitive bottom tray, bellows, hydraulic restrictor.
Lifting Mechanism		Direct acting hydraulic scissor with self-contained power pack
Design & Manufacturing Standard		BS 6440:2011; EN81-41 (ref. only) Machinery Directive 2006/42/EC
Warranty		12 months parts warranty subject to lift servicing
Documentation		1 copy of Operation & Maintenance manual

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Items included in Total Tender Value:	Lift 1
Travel up to 1m – 280kg capacity	✓
Lifting Platform 1100 mm x 1400mm	✓
Upper gate with slam post	✓
Stainless steel handrails with side infill panels	✓
Lower Platform Gate (BS6440)	✓
As part of our offer we have included for a 12 Months Maintenance package, which marries up and meets the criteria required in order to validate the warranty of the proposed equipment	✓
1 x site readiness check is included additional visits will be chargeable	✓
Packaging and transport	✓
Installation T&C to prepared site	✓
12 months parts only warranty (subject to servicing of the lift)	✓
Provide O & M Manuals defining the requirements and procedures for the effective operation, maintenance, decommissioning and demolition of the Lifts (1 x Electronic 1 x Hard copy)	✓

Items for consideration - Currently not included within this offer:	Lift 1
Optional items – Per Lift – Available at an additional cost. Please contact the writer for pricing (any prices shown are per lift. All prices are net and exclude VAT).	
Collateral Warranty - Only necessary when there is a 'design' element, but we do enter into these, subject to review and agreement and for an additional fee of £450 + VAT	

*Payment terms offered are subject to a satisfactory credit report being obtained by Sheridan Lifts Ltd.

Exclusions:

- Provision of any form of builder's work (including ducting, chasers etc).
- Provision of power supply for hand tools.
- Work outside normal weekday working hours (8 am – 5 pm Monday to Friday excluding Bank Holidays).
- Protection of lift after installation.
- Temporary or permanent power supply for lift installation.
- Provision of structural support for lift mast if required.
- Provision of scaffolding if required for safe installation.
- Removal from site of pallets, packaging and waste materials

Section 3

FINISHES SCHEDULE



* Images provided are purely for illustrative purposes. Minor variations may apply. Physical samples are available upon request.

Section 4

PROGRAMME OF WORKS

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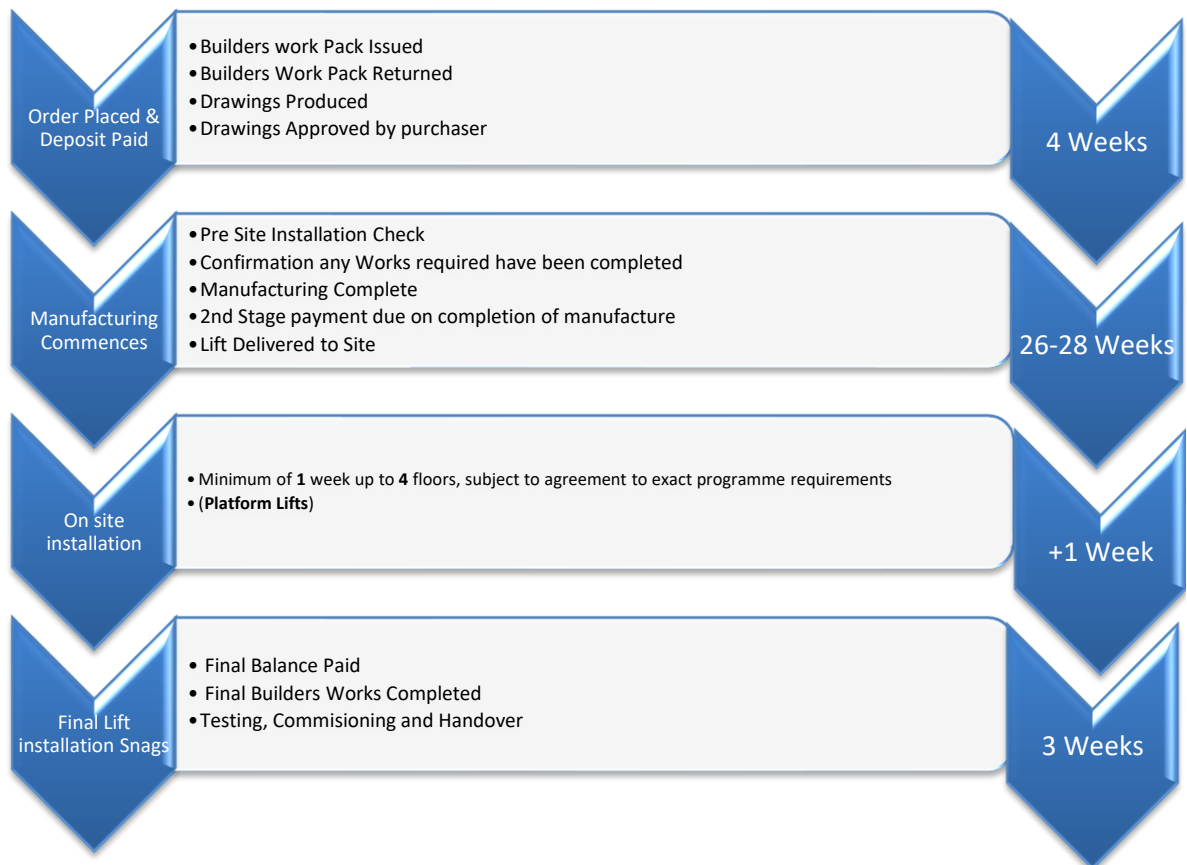
Programme of Schedules

Our offer is based on all works being carried out during our normal working hours (Monday to Friday 8am - 5pm). Any additional day works will be applied at current Sheridan Lifts Ltd rates and would be processed by quote and acceptance.

Stage	Action by	Event	Notes/timescales
1	Purchaser	Purchaser to issue order/notification to proceed and make deposit payment	Day 1
2	Sheridan Lifts/Purchaser	Sheridan Lifts Builders work pack issued for approval and return by purchaser	Nominal time of 1 Week for return of Builders Work Pack
3	Sheridan Lifts	Drawings/Design	Will be prepared and ready for issue within 2 weeks of receipt of the required information to populate site specific drawings be it Plan View and elevation drawings of the new building or within 2 weeks of a site survey. Drawings will not be released until Sheridan Lifts are in receipt of the agreed deposit monies and contractual T+C's have been reviewed and agreed.
4	Purchaser	Approval of Drawings and advise of deliver date	Nominal time of 1 Week for approvals by Purchaser
5	Sheridan Lifts	Manufacturing	From receipt of approved drawings 26-28 weeks (excluding August and Christmas shutdown periods) Or to suit programme dates detailed in Builders Work Pack
6	Purchaser	2 nd Stage Payment	Payment becomes due upon completion of manufacture, prior to delivery to site.
7	Sheridan Lifts	Delivery period	On receipt of 2 nd Stage payment Delivery will be arranged as previously agreed. Should site not be ready to receive the lift storage can be arranged at an additional cost.
8	Sheridan Lifts	Installation On site period	Minimum of 1 week up to 4 floors, subject to agreement to exact programme requirements (Platform Lifts)
9	Sheridan Lifts/Purchaser	Testing, Snagging and Final Payment	Sheridan install engineers to carry out any snags against their works, Purchaser to make final balance payment.
10	Purchaser	Final Builders Works	Purchaser to arrange any builders works to complete the installation we allow a nominal duration of 2 Weeks
11	Sheridan Lifts	Commissioning and Handover	Once completed the lifts are commissioned and handed over to purchaser for use.

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Summary of Proposed Programme



****Reduced programmes may be available on request, please contact the write for further details**

Section 6

GENERAL INFORMATION

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Additional Sheridan Lifts information

Please see links below for subcontractor information:

<https://www.sheridanlifts.com/resources/>

For more information please follow Brochure Link below:

Sheridan Lifts Brochure

Here at Sheridan Lifts we put our customers first and we strive to deliver excellent customer support and service to all of our customers.

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Sheridan Lifts Terms and Conditions

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 the Tender is open for acceptance within the period stated therein or, when no such period is so 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 is required by the Purchaser to supply further drawings or revisions the Lift Contractor reserves the right to apply an extra charge in respect of the provision of such drawings or revisions.

4 DESIGN

4.1 We do not accept liability for design in the full sense of CDM requirements. However, we do accept responsibility for ensuring that the design of the product, which we procure from our preferred suppliers, meets our specification.

5. OVERTIME DAYWORK

5.1 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's 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.

5.2 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.

6. DELIVERY AND COMPLETION

6.1 Any times stated by the Lift Contractor for completion by the Lift Contractor of the Works shall run from the date of receipt of a written order from the Purchaser or, if later, from the receipt of all information, drawings, licences, 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 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.

7. DELAY IN DELIVERY OR COMPLETION

7.1 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 goods and deliver them to storage in accordance with clause 9.

7.2 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.

7.3 In circumstances where the Lift Contractor has agreed in writing a time for completion of the Works in accordance with clause 6, it shall not be liable for any delay or any consequences of delay as referred to in clause 7.2 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, 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.



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7.4 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 7.2 and 7.3 above other than those attributable to the Purchaser the Lift Contractor shall pay to the Purchaser liquidated damages in an amount equal to 1 % of the contract value per week of delay up to an aggregate maximum amount of 10% of the contract value. The Lift Contractor shall have no other or further liability of whatsoever nature to the Purchaser whether in contract or in tort in respect of a failure to complete the Works in the circumstances outlined in this clause.

7.5 Although Sheridan Lifts will endeavour to adhere to your programme requirements, understandably due to the current and unpredictable situation relating to the COVID 19 virus and/or any consequential events resulting from the pandemic out of our control, we can accept no liability for losses, damages or storage charges in respect of programme delays incurred

8. DELIVERY OF GOODS

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

8.2 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".

9. STORAGE

9.1 Where the Purchaser is unable to accept delivery of all or any of the manufactured goods comprised for the works within seven days after notification that they are ready for dispatch the Purchaser shall become liable for the arrangement of 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 at a rate of £200.00net. per lift, per week

10. PASSING OF RISK

10.1 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. In the event that the Purchaser notifies the Lift Contractor that it is unable to accept delivery of all or any 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.

10.2 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.

11. TERMS OF PAYMENT

11.1 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.

11.2 Subject to clause 12.3 payments shall become due to the Lift Contractor as follows:

1. 30% of the Sub-Contract value – Initial deposit to allow Release of preliminary Design
2. 60% of the Sub-Contract value – Application raised on commencement of manufacture and payment is due on completion of Manufacture, prior to dispatch of goods (Vesting of goods available at this stage)
3. 5% of the Sub-Contract value – Due on completion of installation but prior to Testing & commissioning
4. 5% of the Sub-Contract value – Due on completion of Testing and Commissioning

*Payment terms are subject to a satisfactory credit report being obtained by Sheridan Lifts Ltd.

11.3 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.

11.4 The Lift Contractor shall, not later than five days after the date on which any payment becomes due, give notice to the Purchaser specifying the sum due and the basis on which that sum was calculated which shall be in accordance with clause 11.2.

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

11.6 Any notice to pay less than the sum notified under clause 11.3 shall be given no later than the prescribed period which shall not be later than seven days before the final date for payment.

11.7 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.

11.8 The due dates and the final date for payment set out in sub-clauses 11.2 and 11.4 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 commence or complete the Works.

11.9 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.



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11.10 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.

11.11 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.

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

12. PRICE VARIATION

12.1 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.

12.2 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.

12.3 Any adjustment or variation made in accordance with clauses 12.1 and 12.2 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.

13. IMPORTED MATERIALS

13.1 The price stated in the Tender, where appropriate, allows for the cost of importing materials based upon the rates of exchange, tax or duty prevailing at the date of the Tender. In the event of any adjustment in such rates, between the date of the Tender and 14 days after receipt of sufficient payment to settle the overseas debt the Lift Contractor reserves the right to make an appropriate adjustment to the Contract price.

14. GUARANTEE

14.1 The Lift Contractor hereby warrants the material and workmanship supplied by it under the contract and will make good any defects arising (within one year from the date of completion of installation of each lift) 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.

14.2 The liability of the Lift Contractor under this clause 14 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 expressly excluded.

14.3 The guarantee contained in this clause 14 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.

14.4 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.

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

15. GENERAL LIABILITY

15.1 The Purchaser shall not use or permit to be used the whole or any part of the goods supplied under this Contract before they have been completed, installed, tested and handed over by the Lift Contractor. If such goods or any part of them are so used the Purchaser shall indemnify the Lift Contractor against any liability that may be incurred by the Lift Contractor to any person whether arising directly or indirectly from such use.

15.2 Save in respect of death or personal injury caused by the negligence of the Lift Contractor it shall not, either before or after the handing over to the Purchaser of the Works, be liable for any loss and/or damage caused by or 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, in respects of limits of liability will not exceed a sum of £10,000,000.00 (TEN MILLION POUNDS), in accordance with out current insurance policies.

15.3 Notwithstanding any other provision of the contract, the Lift Contractor shall not be liable to the Purchaser by way of indemnity or by reason of any breach of the contract or of statutory duty or by reason of tort (including but not limited to negligence) for any loss of profit or income, loss of use, loss of contract or contracts, or for any financial or economic loss or for any direct, indirect or consequential loss or damage whatsoever, by the Purchaser.

16. INSTALLATION

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

16.2 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 any other causes outside the Lift Contractor's control, shall be



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added to the contract price and paid by the Purchaser in accordance with clause 11. Any such charges shall be based upon the Lift Contractor's normal rates and shall include outworking and lodging allowances where appropriate.

16.3 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.

17. TESTING, ACCEPTANCE AND COMPLETION

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

17.2 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.

18. PREVENTION OR FRUSTRATION

18.1 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 sub-contractors incur as a result of such frustration or impossibility of performance.

18.2 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 become due to him under the foregoing provisions, and the excess (if any) of such prepayments will be refunded to the Purchaser.

19. PATENTS

19.1 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 trade mark in the execution of the Works.

20. LICENSE AND COPYRIGHT

20.1 We shall, when requested, provide necessary documents, except those of a commercially sensitive nature, as we are required to provide under this Contract. Copyright in all such documents shall remain vested in us, but insofar as we are empowered to do so shall grant a royalty-free non-exclusive licence to the Purchaser to use and reproduce the said documents for their own or their agent's use solely in connection with the works. It shall be a condition precedent to the granting of such a licence that all sums properly due to us under this Contract have been paid in full. We shall have no liability for improper use of the documents other than that for which they are prepared and the Purchaser shall indemnify us from and against any loss arising from the improper use of the subject matter of this cause.

21. DETERMINATION

21.1 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 or threatens to cease 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.

22. CANCELLATION

22.1 If the Order is cancelled after the company has accepted it, the Purchaser will become liable to the company for a cancellation charge. That charge will be calculated so as to recover only the direct and indirect costs incurred by the company in connection with the customer's order setup, to the time of the receipt of notification of the cancellation.

22.2 ORDER CANCELLATION CHARGES

Should your order be cancelled for any reason, it will be necessary to levy cancellation charges against you in accordance with the following scale:

1. Before preparation of Builders Work Drawings £1000.00
 2. Following completion of Builders Work Drawings 10% of order value
 3. 8 weeks prior to agreed delivery date 40% of order value
 4. 6 weeks prior to agreed delivery date 60% of order value
 5. 4 weeks prior to agreed delivery date 90% of order value
 6. 2 weeks prior to agreed delivery date 100% of order value
- We may revise these figures, in accordance with manufacturing progress and orders placed on suppliers, and therefore represents the maximum liability for cancellation in each element. It is recommended that you advise us at the earliest opportunity of a situation that is likely to affect the progress of your order, in order to keep these cancellation charges to a minimum.

22.3 In the event the contract becomes impossible to perform or frustrated in accordance with clause 18 the Lift Contractor holds the rights to withdraw/cancel the contract with the Purchaser and be entitled to recover any costs incurred in line with clause 22.2.

Our Reference: 2023-11-0676

23 INSOLVENCY OF THE PURCHASER

23.1 This clause applies if the "Purchaser" makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction; or an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Purchaser; or the Purchaser ceases or threatens to cease to carry on business; or we reasonably apprehend that any of the events mentioned above is about to occur in relation to the Purchaser and we notify the Purchaser accordingly. If this clause applies then without prejudice to any other right or remedy available to us we shall be entitled to cancel the contract.

23.2 Force Majeure: Except for the Purchasers obligations to pay us, neither party shall be liable for any delay or failure to perform its obligations if such failure or delay is due to causes beyond its reasonable control (including any delay caused by an act or default of the other party).

24 LAW APPLICABLE

24.1 This contract shall be governed by and construed in accordance with English law.

24.2 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 (Rights of Third Parties) Act 1999 are hereby excluded.

25 ADJUDICATION

25.1 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.

Our Reference: 2023-11-0676

Outline Insurance details

Name of Insured: Sheridan Lifts Limited
Address of Insured: Stanley House, 7 Monsall Road, Manchester M40 8FY
Trade: Lift Installation, Lift Maintenance

Combined Liability Insurance

Insurer : Allied World Assurance Company (Europe) Limited
Policy Number : B105323LIF547031
Cover Period : 21st September 2023 to 20th September 2024

Limits Of Indemnity

£10,000,000 : Employers Liability
Basis : Any One Occurrence During The Period Of Insurance
£10,000,000 : Public Liability
Basis : Any One Occurrence During The Period Of Insurance
£10,000,000 : Products Liability
Basis : In The Aggregate During The Period Of Insurance

Contractors All Risks Insurance

Insurer : Zurich Insurance Plc
Policy Number : B1053/ZUR/CW
Cover Period : 21st September 2023 to 20th September 2024

Limits Of Indemnity

£2,000,000 : Maximum Any One Contract Limit
£50,000 : Any One Incident Limit (Hired In Plant)

Professional Indemnity Insurance

Insurer : Hiscox Insurance Company Limited
Policy Number : PLPSC10003326854
Cover Period : 21st September 2023 to 20th September 2024

Limits Of Indemnity

£5,000,000 : Each & Every Claim Or Loss Excluding Defence Costs

Therefore, please accept this letter as confirmation of cover for the above policies.

The details above are based upon the cover in force at the time and date of the issue of this letter and we cannot take responsibility for notifying you of any changes or cancellation to the client's policy throughout the course of the insurance period.

This letter is only intended to provide information regarding the relevant policy details including the policy limits however we have not made reference to either specific or standard exclusions or warranties applying to the policies.

These are fully detailed within the policy schedule & wording which is available on request.

Our Reference: 2023-11-0676

Customer Project Programme Confirmation

In order to ensure Sheridan Lifts, align to the Purchaser's programme of works, we require an agreed outline plan of works to be confirmed with regards to elevator installation(s) for the below project:

Project Name:

Site Address:

Site Postcode:

The equipment specified within our proposal for the above project requires a minimum manufacture period of 26-28 Weeks from approved sign off general arrangement drawings, required elevator finishes and receipt of the final notice to commence manufacture. Any delay to confirmation required will have a direct impact on available delivery and installation programme.

Identification	Expected Power on Date	Start of Installation	Completion of Installation	Site Practical Completion
Lift 1				

Should site be unable to accept delivery of the equipment on the above-mentioned date(s); we accept full liability for the costs associated with off-site storage at the Sheridan Lifts Ltd holding facility. Off-site storage liability is confirmed as **£200.00** per lift per week (or part thereof).

Contact Name:

Signed on Behalf
of the purchaser

Date

Our Reference: 2023-11-0676

Customer Order Form

We the undersigned accept in entirety your received offer referenced below inclusive of all technical elements defining the agreed scope of works, Sheridan Lifts Ltd terms and conditions, payment terms and site attendances.

Offer Ref: _____

Project Reference: _____

Date: _____

Value: _____

VAT Percentage to
be charged (%) _____

Please proceed with all design, mobilisation of labour and manufacture of all necessary equipment to the full value defined in your accepted offer and noted above.

Company: _____

Address: _____

Post Code: _____

Registration No: _____

Authorised Signatories

Signed: _____

Name: _____

Position: _____

Date: _____

Signed: _____

Name: _____

Position: _____

Date: _____