

HUTCHINSON'S PVC SOLUTIONS LIMITED

Terms & Conditions of Sale and Installation

**Applicable to Supply-Only and Supply-and-
Installation Contracts**

Author	Margaret Hutchinson
Date	1/09/2025
Revision	1

Reviewed By	Changed the word flame to flame
--------------------	------------------------------------

Contents

1. General (applies to all contracts)	4
1.1 Definitions (all contracts)	4
1.2 Incorporation of Conditions (all contracts).....	5
1.3 Void or Unenforceable Provisions (all contracts)	5
1.4 Basis of Offer / Custom-Made Products, Measurements, Specifications & Variations (all contracts)	5
1.4.1 Measurements & Specifications.....	5
1.4.2 Precedence of Hutchinson's Offer	5
1.4.3 Variations	6
1.4.4 Descriptions, Specifications & Assumptions.....	6
1.4.5 Flame Resistance Limitations	7
1.5 Compliance with Regulations (all contracts)	7
1.5.1 Flame Resistance Limitations	7
1.6 Applicability Table.....	8
2. Commercial Terms	12
2.1 Prices (all contracts)	12
2.2 Acceptance of Orders (all contracts)	13
2.3 Production Time (all contracts)	13
2.4 Variations of Quantity and Size (all contracts)	14
2.5 Payment (all contracts)	14
3. Logistics & Transfer of Risk	15
3.1 Delivery (all contracts, with sub-clauses for supply-only vs installation)	15
3.2 Passing of Property (all contracts, with supply-only vs installation split).....	16
3.3 Loss/Damage/Returns (all contracts, risk timing clarified for each contract type)	16
4. Installation & Performance (installation contracts only unless stated)	16
4.1 Installation Conditions (installation contracts).....	16
4.1.1 Measurement Responsibility (Installation Only)	18

4.1.2 Site Preparation & Welfare Requirements.....	18
4.1.3 Site Conditions & Interfaces.....	19
4.2 Installation Dates	23
4.3 Rescheduling Installation Projects	24
4.4 Completion Certificate Requirement.....	24
4.5 Warranty (product warranty all contracts, installation workmanship warranty installation only)	25
4.6 Definition of "Lifetime":	25
4.7 What the Guarantee Covers:.....	26
4.8 What the Guarantee does not Cover:.....	26
4.9 Transferability of the Guarantee:	26
4.10 Maintenance and Care (all contracts, but adjusted wording for supply-only)	26
5. Contract Changes & Exit Routes	27
5.1 Cancellation Policy (all contracts, with additional installation-specific rights)	27
5.2 Cancellation Charges	27
5.3 Custom-Made Goods.....	27
5.4 Reallocating the Job to a Third Party	28
5.5 Delays	28
5.6 Link with Payment Terms	28
5.7 Cancellation Policy (Supply-Only Projects)	28
5.8 Indemnification (all contracts, includes site-specific risks for installation)	29
5.9 Insurance (all contracts, split for supply-only vs installation)	29
5.10 Limitation of Liability (all contracts).....	30
6. Legal & IP	31
6.1 Intellectual Property (<i>all contracts</i>)	31
6.2 Dispute Resolution (<i>all contracts</i>)	31
6.3 Law & Jurisdiction (<i>all contracts</i>).....	32
6.4 Force Majeure (all contracts)	32

1. General (applies to all contracts)

1.1 Definitions (all contracts)

The words and phrases used in these Terms & Conditions have the meanings set out in this section and elsewhere in the document. If there is any doubt about the meaning of a term, please ask us before placing an order.

Terms and Conditions: The general terms and conditions governing the sale of goods and services by Hutchinson's PVC Solutions Limited ("the Company", "We", "Us"), which apply to all orders placed by the Customer.

Customer (You): The individual or company purchasing goods and/or services from Hutchinson's PVC Solutions Limited.

Order: The Customer's order for the supply of goods and/or services from Hutchinson's PVC Solutions Limited, as set out in the Customer's purchase order form, Hutchinson's quotation, or other documented agreement, or as accepted by the Customer in writing, verbally, or by conduct. By placing an Order, the Customer agrees to be bound by these Terms and Conditions for the goods and/or services ordered.

Goods and/or Services: The products, materials, and services supplied by Hutchinson's PVC Solutions Limited under an Order, including installation and related services, as part of any agreement with the Customer.

Acceptance of Order: The acknowledgment by Hutchinson's PVC Solutions Limited of the Customer's Order, evidenced by the raising of a Customer invoice or another formal written confirmation, which confirms the Order's acceptance.

Standard Product

A product that:

- Is part of the Company's regular, off-the-shelf range;
- Is manufactured to standard dimensions, specifications, and materials without customer-specific modifications; and
- Can be resold by the Company to another customer without significant alteration or loss of value.

Custom-Made Product

A product that:

- Is manufactured or procured specifically to the Customer's unique dimensions, specifications, materials, colour choices, branding, or other bespoke requirements;
- Is not part of the Company's regular, off-the-shelf range; and
- Cannot be resold by the Company to another customer without substantial alteration, rework, or loss of value.

1.2 Incorporation of Conditions (all contracts)

These Terms & Conditions apply to all quotations, orders, and contracts for the supply of goods or services by Hutchinson's PVC Solutions Limited ("Hutchinson's", "we", "us"). By placing an order, you accept these Terms & Conditions in full. Any terms you supply are excluded unless we agree to them in writing.

All contracts for the sale and/or manufacture of goods and services by Hutchinson's PVC Solutions Limited shall incorporate these conditions, including quotations and offers. No officer or employee of the suppliers has authority to contract on terms inconsistent with these conditions. The performance of the customer's order does not imply acceptance of terms inconsistent with these conditions.

1.3 Void or Unenforceable Provisions (all contracts)

If any provision of these conditions becomes void or unenforceable under applicable law, the remainder of these conditions will remain in full force and effect.

1.4 Basis of Offer / Custom-Made Products, Measurements, Specifications & Variations (all contracts)

1.4.1 Measurements & Specifications

- The Customer is responsible for providing accurate measurements and specifications for custom supply-only PVC products.
- The Customer acknowledges that any inaccuracies in measurements or specifications may result in additional costs for rework or modification.
- For custom-made products, the Customer must check all measurements, specifications, and product details before confirming the order. Once production has started, changes may be subject to extra costs and delays.

1.4.2 Precedence of Hutchinson's Offer

- Our quotation is based on the details, measurements, and assumptions set out in our proposal. These take priority over any drawings, specifications, or quantities supplied by the Customer, unless we confirm otherwise in writing.
- By accepting our quotation, the Customer agrees to all assumptions and details in the proposal.

1.4.3 Variations

- Any amendments to quantities, specifications, methods of construction, or sequence of works provided by the Customer or its representatives, agents, or consultants after acceptance of the offer will be treated as a variation.
- Hutchinson's reserves the right to charge for additional time, materials, or costs incurred as a result of such changes.
- All variations will be confirmed in writing with associated costs agreed before implementation, unless otherwise agreed in writing.

1.4.4 Descriptions, Specifications & Assumptions

i. This offer is based on Hutchinson's own specifications, descriptions, and pricing assumptions. It is not guaranteed to comply fully with any drawings, Bills of Materials, specifications, or enquiry documentation submitted by the Customer. In the event of any discrepancy, the details in Hutchinson's offer shall take precedence.

ii. If alternative specifications, materials, finishes, methods, or compliance requirements are required by the Customer, these must be submitted in writing without delay for revised pricing consideration. Any adjustments to the offer arising from such requests may be treated as a variation under these terms.

iii. Unless expressly stated in the offer, steel components shall be supplied ungalvanised. Compliance with BS EN 1090 is not provided or implied unless explicitly confirmed in writing.

iv. The Customer is solely responsible for understanding the offer and all pricing, specifications, assumptions, and stated non-compliances. Any differences between the offer and the Customer's original enquiry must be approved by the Customer or the end user before placing an order. Hutchinson's accepts no responsibility for discrepancies not identified and raised prior to order.

v. If there is an obvious mistake in pricing or calculations, Hutchinson's may correct it at any time, even after an order is placed.

vi. If material or service costs increase before delivery, Hutchinson's may adjust the price to reflect this.

vii. Any price marked as a "budget" or "estimate" is for guidance only and is not a confirmed offer.

viii. Unless the Customer notifies us in writing before work starts, Hutchinson's may take photographs of the work during or after completion and use them for marketing purposes.

1.4.5 Flame Resistance Limitations

Hutchinson's curtain products are flame-resistant, NOT flame-stopping or flame-rated for use as flame barriers, flame walls, or flame doors. They are not designed, tested, or certified to provide flame containment or compartmentation as defined in UK Building Regulations, BS EN flame safety standards, or insurance flame safety requirements. The Customer must ensure compliance with all legal requirements and install certified flame-stopping where needed.

1.5 Compliance with Regulations (all contracts)

1. The Customer is responsible for ensuring that any order placed with Hutchinson's complies with all applicable laws, building regulations, planning permissions, and health & safety requirements for its intended use and location, unless Hutchinson's has agreed in writing to handle this.
2. Unless agreed in writing, Hutchinson's is not the **Principal Contractor** or **Principal Designer** under the Construction (Design and Management) Regulations 2015.
3. If the Customer provides plant, access equipment, or other facilities for Hutchinson's use, the Customer must ensure they meet all relevant safety and legal standards.
4. If Hutchinson's is delayed or incurs extra costs because the Customer has not met these responsibilities, Hutchinson's may adjust the price and completion date to reflect this.

1.5.1 Flame Resistance Limitations

- a. Curtain products supplied by Hutchinson's PVC Solutions Limited are classified as **flame-resistant, NOT flame-stopping** or flame-rated for use as flame barriers, flame walls, or flame doors.
- b. These products are not designed, tested, or certified to provide flame containment or compartmentation as defined in applicable UK Building Regulations, BS EN flame safety standards, or insurance flame safety requirements.
- c. The Customer is responsible for assessing regulatory compliance at the installation site and for ensuring that appropriate flame-stopping solutions are installed where legally required.
- d. Hutchinson's accepts no liability for the use of its flame-resistant products in applications requiring certified flame-stopping or compartmentation performance.

1.6 Applicability Table

Clause No.	Clause Title	All Contracts	Supply-Only / Installation
1.1	Definitions	✓	Defines key terms including “Customer”, “We/Us”, “Order”, “Goods and/or Services”, “Acceptance of Order”, and specific definitions of “Standard Product” and “Custom-Made Product” which directly affect cancellation rights in Section 5.
1.2	Incorporation of Conditions	✓	These Terms & Conditions apply to all orders unless agreed otherwise in writing. No other terms override them without written agreement.
1.3	Void or Unenforceable Provisions	✓	If one clause is invalid, the rest of the Terms & Conditions still apply.
1.4	Basis of Offer / Custom-Made Products, Measurements, Specifications & Variations (includes Flame Resistance Limitations – technical note)	✓	Customer responsible for accurate specs; Hutchinson’s offer takes precedence; variations may incur charges; includes flame-resistance warning in product specifications.
1.5	Compliance with Regulations (includes Flame Resistance Limitations – legal responsibility)	✓	Customer ensures compliance with laws, building regs, planning permission, and H&S; Hutchinson’s not Principal Contractor/Designer unless agreed; includes flame-resistance warning tied to regulatory duties.
2.1	Prices	✓	Prices exclude VAT; valid for 30 days; may change if costs increase; errors may be corrected; scope changes may incur variation costs.

1.6 Applicability Table

Clause No.	Clause Title	All Contracts	Supply-Only / Installation
2.2	Acceptance of Orders	✓	Supply-only: Customer responsible for measurements. Installation: Hutchinson's responsible only if site survey/measurements taken by Hutchinson's (see 4.1.1). Orders confirmed in writing form binding contracts. Payment confirms understanding of order; applies to all contracts; online/digital orders form binding offers.
2.3	Production Time	✓	Lead times are estimates; start once approvals and payments are in place; delays outside Company control not liable.
2.4	Variations of Quantity and Size	✓	Small manufacturing tolerances allowed; changes after production starts may incur charges; agreed tolerance breaches allow renegotiation/rejection.
2.5	Payment	✓	Payment terms as quoted; supply-only due on order, installation 50% deposit + balance on completion; staged payment and cancellation calculations are linked to Section 5; late payments may incur interest/recovery costs; no retention unless agreed in writing.
3.1	Delivery	✓	Supply-only: Risk passes on courier collection. Installation: Risk passes on completion.
3.2	Passing of Property	✓	Hutchinson's owns goods until paid in full; Customer must store and insure goods until then.

1.6 Applicability Table

Clause No.	Clause Title	All Contracts	Supply-Only / Installation
3.3	Loss, Damage, or Returns	✓	Inspect goods immediately; report issues within 3 days; custom goods not returnable unless faulty.
4.1.1	Measurement Responsibility (Installation Only)		Installation only – Hutchinson’s responsible if it takes the measurements; otherwise Customer remains responsible.
4.1.2	Site Preparation & Welfare Requirements		Installation only – site must be ready, safe, and equipped with required welfare/utility provisions; delays caused by Customer may incur charges.
4.1.3	Site Conditions & Interfaces		Installation only – assumes site unchanged; hidden services/asbestos/third-party works are Customer’s risk; penetrative fixing changes charged; above-ground material movement by Customer unless agreed.
4.2	Installation Dates		Installation only – dates are estimates; changes require 30 days’ notice or charges may apply (10%/15% fees for short notice).
4.3	Warranty	✓	Covers manufacturing defects for all products; installation workmanship warranty applies to installation contracts only; exclusions include misuse, weather damage, and improper storage/maintenance.
4.4	Maintenance and Care	✓	Customer must follow care guidance; improper storage/cleaning voids warranty; responsibilities split for supply-only vs installation.

1.6 Applicability Table

Clause No.	Clause Title	All Contracts	Supply-Only / Installation
5.1–5.7	Contract Changes & Exit Routes (Cancellation, Charges, Custom-Made Goods, Third-Party Reallocation, Delays, Link with Payment Terms, Supply-Only Cancellation)	✓	All contracts: staged cancellation fees based on production stage; installation jobs may incur extra costs if cancelled within 5 working days; custom-made goods for supply-only cannot be cancelled once production starts; supply-only cancellation policy is stricter (100% charge once production starts).
5.8	Indemnification	✓	Customer covers Hutchinson's for losses caused by breach, misuse, undisclosed site issues, or following Customer instructions; capped at contract price.
5.9	Insurance	✓	Hutchinson's insured for its work; Customer insures goods from risk transfer point (supply-only) or ensures adequate site insurance (installation).
5.10	Limitation of Liability	✓	Hutchinson's liability capped at contract value; 5% cap for delay/defect/breach claims; excludes indirect losses; cannot limit liability for death or personal injury caused by negligence.
6.1	Intellectual Property & Confidentiality	✓	Designs/drawings remain Hutchinson's property unless agreed otherwise in writing; includes confidentiality obligations; Customer indemnifies Hutchinson's against IP infringement claims.
6.2	Dispute Resolution	✓	Aim to resolve disputes directly; mediation then arbitration before court; urgent relief allowed.

1.6 Applicability Table			
Clause No.	Clause Title	All Contracts	Supply-Only / Installation
6.3	Law & Jurisdiction	✓	Governed by laws of England & Wales; disputes heard in England & Wales courts; no third-party rights; severability clause.
6.4	Force Majeure	✓	Neither party liable for delays/failures caused by events beyond control; termination possible after 60 days.

2. Commercial Terms

2.1 Prices (all contracts)

- All prices are quoted in pounds sterling and exclude VAT and any other applicable taxes, unless otherwise stated.
- Prices are based on the specifications and quantities agreed at the time of quotation. If the Customer requests changes after acceptance, the Company may adjust the price accordingly — see Clause 4.1.2 for details on variations and associated costs.
- Written quotations remain valid for 30 days from the date of issue (unless otherwise stated) and assume that any works will be completed within 3 months from acceptance.
- If there are unforeseen cost increases for materials, labour, or services before delivery, the Company may adjust prices accordingly.
- Any discounts or promotional pricing are at the sole discretion of the Company and may be withdrawn or amended at any time.
- If an obvious error in pricing or arithmetic is discovered at any stage of the project, the Company reserves the right to amend the price to correct the error.
- The Company reserves the right to alter prices without prior notice and will not be bound by any price not confirmed in writing.

2.2 Acceptance of Orders (all contracts)

- Orders are accepted based on the measurements and specifications provided by the Customer, unless otherwise stated in writing.
- For installation projects where Hutchinson's conducts a site survey and takes its own measurements, the accuracy of those measurements will be the responsibility of Hutchinson's (see Clause 4.1.1). In all other cases, including where measurements are provided by the Customer or a third party, the Customer remains responsible for their accuracy.
- An order is only accepted when the Company confirms acceptance in writing, which may include issuing an invoice, order confirmation, or other formal communication.
- Once accepted, the order forms a binding contract incorporating these Terms & Conditions.
- The Company reserves the right to reject or cancel any order at its discretion, including where the specification is not suitable for manufacture or installation.
- By making payment of the invoice, the Customer acknowledges and agrees that they are entering into a binding contract with the Company. Payment confirms that the Customer has fully reviewed and understood the product, its specifications, and the pricing inclusions. No claims for misunderstandings about the order will be accepted after payment is made. This applies to both supply-only and installation projects.
- For online orders or digital quotes, submission by the Customer constitutes a binding offer, subject to acceptance by the Company.

2.3 Production Time (all contracts)

- Any lead times provided at quotation or order stage are estimates only and are not guaranteed.
- Lead times will begin only once the Company has received all required approvals, confirmed measurements, and any payments due before production starts.
- Production will not begin until these requirements are met in full.
- While the Company will make reasonable efforts to meet estimated production times, it shall not be liable for delays outside its reasonable control, including but not limited to delays from external suppliers, contractors, or other third parties.
- If production is delayed due to Customer actions or omissions (e.g., late approvals, late payment, changes to specifications), revised lead times will apply, and the Company may charge for any additional costs incurred.

2.4 Variations of Quantity and Size (all contracts)

- The Company will manufacture goods to the agreed specifications and measurements.
- The Company reserves the right to apply standard manufacturing tolerances to all products. Minor variations in quantity, size, colour, or finish that are within these tolerances and do not materially affect the product's functionality or performance will not be considered a defect or grounds for rejection.
- If the Customer requests changes to quantities, dimensions, or specifications after production has begun, these will be treated as a variation and may result in additional charges and revised delivery or installation dates.
- If a specific tolerance threshold has been agreed in writing (e.g., no more than 2% variation in quantity or size), variations within that threshold will be deemed acceptable. Variations exceeding the agreed tolerance will entitle the Customer to request a revised agreement or, where applicable, reject the goods.

2.5 Payment (all contracts)

- Payments can be made via bank transfer, credit card, or any other method mutually agreed upon.
- Payment terms will be as stated in the Company's quotation, order confirmation, or invoice. If no terms are specified, payment is due in full within 30 days of the invoice date.
- All invoices are payable in full, without deduction or set-off, by the due date shown.
- For certain orders, the Company may require a deposit or staged payments. These will be confirmed in writing before work commences.
- For Supply-Only Orders, payment is due in full upon order placement.
- For Installation Orders, a 50% deposit is due upon order placement, with the remaining 50% payable on completion of the installation.
- The Company reserves the right to withdraw credit facilities at any time without notice.
- The Company reserves the right to assess the Customer's credit status through its underwriters at the time of order. Based on this assessment, the total contract value, and the proposed project programme, the Company may require full advance payment or alternative staged payment arrangements as a condition of order acceptance. These terms will be communicated in writing prior to order confirmation and must be accepted by the Customer before any works commence.

- Where goods have been manufactured or procured in advance and are designated as “vested” to the Customer, full payment for such goods shall become due regardless of delivery status. The Company will store such goods for up to 7 calendar days at no additional charge; thereafter, reasonable storage charges may apply unless otherwise agreed in writing.
 - The Company reserves the right to suspend work, delay delivery, or withhold installation until all outstanding payments are made in full.
 - Where an order is cancelled, the calculation of the final sum payable will follow the provisions set out in Section 5 (Contract Changes & Exit Routes), which shall take precedence over any implied rights under this clause. Any staged payments already made will be deducted from the total sum due under Section 5 and will not be forfeited in addition to cancellation fees; they form part of the calculation of the final amount payable.
 - Late payments may incur:
 - Interest at the statutory rate under the Late Payment of Commercial Debts (Interest) Act 1998, plus all reasonable costs incurred in recovering overdue amounts; and/or
 - Interest of 2% per month on accounts unpaid for 60 days or more, applied after a 7-day grace period.
 - Ownership of goods will not pass to the Customer until payment is received in full.
-

3. Logistics & Transfer of Risk

3.1 Delivery (all contracts, with sub-clauses for supply-only vs installation)

1. We deliver most goods using third-party couriers such as DHL. Delivery will be made to the address you give us in your order confirmation.
2. We are not responsible for delays caused by the courier or events beyond our control. Delivery times are estimates only.
3. Delivery charges will be shown in your quotation or order confirmation.
4. Once goods are collected by the courier, they are handled under the courier’s own terms and conditions.
5. For **supply-only contracts**, risk in the goods passes to you when the courier confirms collection from our premises.
6. For **installation contracts**, risk passes to you upon completion of installation.

3.2 Passing of Property (all contracts, with supply-only vs installation split)

1. Ownership of goods passes to you only when we receive full payment for them (and any related services) in cleared funds.
2. Until ownership passes, you must:
 - Store the goods safely and separately so they are clearly identifiable as ours.
 - Not alter or install the goods (for supply-only contracts) without our written permission.
 - Keep the goods insured for their full value.

3.3 Loss/Damage/Returns (all contracts, risk timing clarified for each contract type)

1. You must inspect goods immediately upon delivery (supply-only) or installation (installation contracts) and tell us in writing within 3 working days if anything is missing or damaged.
 2. For supply-only goods, you should also notify the courier as required under their terms.
 3. We do not accept returns of custom-made goods unless they are faulty or do not meet the agreed specification.
 4. If goods are returned without fault, you will be responsible for any return delivery costs.
-

4. Installation & Performance (installation contracts only unless stated)

4.1 Installation Conditions (installation contracts)

1. Our installation price is based on the site conditions described to us and, if applicable, as seen during our survey.
2. If the site changes after quotation or survey and this affects how we can install, we may charge for extra time, materials, redesign, or changes to the agreed method.

3. Site surveys (where undertaken) are visual only and do not include: tracing or identifying hidden services, geotechnical assessments, asbestos testing, removal of cladding or other coverings, or verification of structures not visible at the time of survey.
4. A date for the Site Survey will be proposed once the Customer confirms the site is ready, full and unrestricted access is available, a nominated contact is appointed, and formal acknowledgment of the Customer's order is received by Hutchinson.
5. Survey appointments shall be arranged for a mutually agreed time and confirmed in writing. In the event that a surveyor attends site but is unable to complete the survey due to circumstances beyond Hutchinson's control, or is unable to obtain sufficient information from the Customer or their representatives, the cost of the aborted visit shall be payable prior to any re-attendance.
6. Where a Site Survey is not commissioned, and the Customer provides Hutchinson with "as built" drawings, dimensions, or any other site information, the Customer accepts full responsibility for the accuracy of that information and acknowledges that any resulting fitment issues or additional costs incurred shall be at their sole risk and expense.
7. We are not responsible for hidden services, unsuitable structures, hazardous materials, or any condition that could not reasonably be identified during our survey.
8. If our surveyor or installation team is unable to gain access, or the site is not ready as agreed, we may charge an aborted visit fee to cover travel, labour, and related costs.
9. The Customer must ensure the site is ready for our arrival, with safe and clear access, welfare facilities, and any agreed plant or equipment available.
10. Where the Customer provides plant or equipment, it must be certified, safe, and compliant with all relevant standards.
11. If we cannot start or continue installation because of other trades' work, site inaccessibility, missing facilities, or incomplete enabling works, we may charge for stand-down time, storage, or extra visits.
12. The Customer is responsible for protecting existing surfaces, flooring, and assets in the work area. We accept no liability for damage to unprotected areas during reasonable access or installation.

13. Unless agreed otherwise in writing, we may take photographs or video of our work during and after installation for quality, record-keeping, and marketing purposes.
14. Branded product labels or identification plates will be included on all installed products unless agreed otherwise before order confirmation. Any changes or removal requests may incur extra costs.
15. Waste disposal beyond that generated by our own works is the responsibility of the Customer unless otherwise agreed in writing.
16. The Customer must have all relevant permissions, consents, and approvals in place before installation begins.
17. If delays occur due to reasons outside our control — including extreme weather, supplier delays, security restrictions, or customer-induced changes — completion dates will be revised, and we may invoice for goods manufactured or services performed, with payment due under the invoice terms.

4.1.1 Measurement Responsibility (Installation Only)

- If we carry out a site survey and take our own measurements, we are responsible for their accuracy.
- In all other cases, including where measurements are provided by the Customer or a third party, the Customer remains responsible for their accuracy.
- Any errors in Customer-supplied measurements may cause delays and extra costs, which will be charged to the Customer.

4.1.2 Site Preparation & Welfare Requirements

- **Site Welfare Requirements**
The Customer shall provide, at no charge, access to the following welfare provisions: adequate car parking, exclusion barriers/fencing for the area of works, access to statutory health and safety facilities, a 110V single-phase power supply within 20 metres of the working area, access to clean water, continuous means of MEWP charging (if applicable), and the use of site skips for waste disposal.
- **Inductions and Occupational Health**
The Customer shall ensure that site inductions do not exceed 120 minutes in duration. If extended inductions, contractor-specific occupational health

checks, or other schemes are required, this must be made clear prior to contract commencement and may be subject to additional cost.

- Before the agreed installation date, the Customer must ensure the site is clear of obstructions and any agreed enabling works are completed.
- Necessary utilities (e.g., electricity, water, MEWP charging) and welfare facilities (e.g., parking, exclusion barriers, toilets) must be provided free of charge.
- A suitable lay-down area (minimum 20m x 20m) must be available for materials within 20 metres of the installation site unless agreed otherwise.
- Site inductions must not exceed 120 minutes unless agreed in advance. Extended inductions or additional occupational health checks may be charged.
- The Customer is responsible for any traffic or pedestrian management required for safe delivery and installation.
- The Customer must confirm in writing that the site is ready, safe, and accessible. This confirmation will be taken as agreement that work can begin.

4.1.3 Site Conditions & Interfaces

- **Site Access:** The customer agrees to grant Hutchinson's reasonable access to the site during the works and for up to two years following practical completion. This is solely for the purpose of documenting the installed goods and services via photography and other media. Any resulting materials may be used by Hutchinson's without restriction for marketing, promotional, or advertising purposes.
- **Site Preparation:** Prior to the scheduled installation date, it is the responsibility of the customer to ensure that the installation site is clear of any obstructions that may hinder the installation process. This is including but is not limited to, removing items of structures that may obstruct access to the installation area, unless agreed otherwise in writing. The customer must also ensure that the necessary utilities, such as electricity and water, are available for the installation team to complete their tasks.
- **Business Operations:** Hutchinson's PVC Solutions requests that the customer acknowledges the importance of providing a conducive and obstruction-free environment for the installation team. The customer agrees not to impede the installation process due to the day-to-day working of their business.
- **Coordination with Customer:** Hutchinson's PVC Solutions will work collaboratively with the customer to establish a suitable installation schedule that minimizes disruptions to the customer's business operations.

- **Timely Cooperation:** The customer agrees to cooperate in a timely manner, ensuring that the installation team can carry out their duties efficiently. Delays caused by the customer's failure to prepare the site or accommodate the installation team may result in rescheduling or additional costs.
- **Responsibility for Clear Access:** The customer acknowledges that clear access to the installation site is crucial for the timely completion of the installation. Any hindrance caused by obstructions or operational activities on the customer's premises that results in delays will not be the responsibility of Hutchinson's PVC Solution and may incur a cost if this results in further days on site for example.
- **Communication of Business Operations:** The customer agrees to communicate any specific operational activities or restrictions that may impact the installation process well in advance. This includes any special events, maintenance activities, or other circumstances that may affect the installation timeline.
- **Notices and Coordination:** Hutchinson's PVC Solutions will provide reasonable notice to the customer before the scheduled installation date. The customer agrees to promptly address any concerns raised by Hutchinson's PVC Solutions regarding site preparation or potential disruptions.
- **Force Majeure:** In the event of unforeseen circumstances or force majeure events that are beyond the control of either party, Hutchinson's PVC Solutions shall not be held responsible for delays caused by such events.
- **Site Security During and After Hours**
The Customer is responsible for all reasonable out-of-hours site security to safeguard Hutchinson's tools, equipment, and installed products or materials stored on-site.
- **Site Readiness Confirmation**
The act of the Customer confirming installation dates shall be deemed confirmation that access is fully available, all enabling works are complete, and the site is ready for work to begin.
- **Site Condition**
Hutchinson's assumes that the condition of the site will not materially change between the time of any site survey (if conducted) and the date of installation. If changes have occurred that affect the feasibility of the agreed design or installation method, Hutchinson's reserves the right to charge additional fees for remedial work or delays.
- Where third-party building works (including but not limited to steelwork, studwork, flooring, ceilings, or structural interfaces) have been carried out without Hutchinson's involvement or approval, and such works undermine or invalidate the agreed solution, the Customer shall be responsible for all additional costs incurred in modifying the installation or redesigning a compliant solution.

- Unless otherwise agreed in writing, the Customer shall be responsible for making good all affected surfaces and substrates after installation or following the relocation or removal of Hutchinson's products.
- Hutchinson's installations will be performed with reasonable care and skill. However, where installation requires interfacing with the existing fabric of the building (e.g., cladding, concrete, ceiling tiles, structural elements), the Customer accepts that minor cosmetic or structural impact may occur and is responsible for managing or repairing such areas post-installation.
- By approving the proposal, the Customer confirms that they have reviewed the proposed design and accept its compatibility and impact with respect to the existing building and site infrastructure.
- No provision has been made for the identification, avoidance, or removal of hidden, subterranean, or encased services. Hutchinson's shall not be held responsible for any damage caused to unknown or unmarked services during installation
- Hutchinson's shall not be liable for any damage, delay, or cost arising directly or indirectly from the site conditions described in the previous clauses.
- Where the agreed installation requires the use of penetrative fixings (into walls, ceilings, floors, or other structural components), and the Customer later requests that non-penetrative methods be used instead, all additional costs for redesign, materials, and labour shall be borne by the Customer.
- **Confined Spaces**
No allowance has been made for working in confined spaces as defined in the HSE publication INDG258. Any works requiring confined space entry must be disclosed and costed separately.
- It is assumed that the working area is safe, adequately sized, and suitable for all installation activity, including cutting or modifying products within the immediate vicinity of the installation area. What constitutes "adequate" space and "immediate vicinity" shall be determined by Hutchinson's site operatives. Where working outside this area is required, additional costs may be incurred.
- **How changes are dealt with**
The installation team will work in accordance with the Approved Documents. Should the Customer require changes that deviate from the approved design, such instructions must be communicated directly to Hutchinson's appointed Project Manager. Instructions given to operatives on site will not be formally recognised unless authorised in writing. Any unauthorised design modifications made by the Customer or third-party installer will void any related warranties and shall indemnify Hutchinson against all resulting liability or structural failure.
- **Standard Hours & Lighting**

Unless otherwise agreed in writing, works are assumed to be carried out during standard hours (Monday to Friday, 07:30–17:00). No provision has been made for task-specific lighting.

- **Maximum Working Height**

- All pricing and installation proposals are based on a **maximum working height of 20 metres**. Projects exceeding this threshold may require additional safety measures, access equipment, or insurance cover. Hutchinson's PVC Solutions Ltd reserves the right to charge the Customer for any additional premiums, permits, or operational costs associated with working at heights beyond 20 metres.

- **Special Working Conditions**

Any works to be conducted in **airside, secure, or otherwise controlled environments** must be disclosed at the quotation stage. Should this requirement arise after order acceptance and require enhanced security clearance, insurance cover, or procedural adaptations, Hutchinson's PVC Solutions Ltd reserves the right to charge the Customer for associated costs as a variation.

- We assume the site will remain in the same condition as at the time of quotation or survey.
- If third-party works (e.g., steelwork, flooring, ceilings) compromise our installation, the Customer is responsible for extra costs to resolve the issue.
- We make no allowance for hidden services, asbestos, or confined space working unless identified and agreed in advance.
- Where penetrative fixings are later disallowed, redesign and associated costs will be charged.
- For works above ground level, the Customer must arrange vertical distribution of plant and materials unless otherwise agreed.
- Hutchinson's PVC Solutions Ltd will carry out installation works independently and will not be on-site concurrently with other contractors. As such, we will not act as Principal Contractor under CDM 201
- Hutchinson's PVC Solutions Ltd shall not be deemed to act as the **Principal Contractor** or **Principal Designer** under the Construction (Design and Management) Regulations 2015 (CDM 2015), unless explicitly agreed in writing.
- The Customer shall be responsible for fulfilling all duties under CDM 2015, including the appointment of duty holders, preparation of the Construction Phase Plan, and all related health and safety requirements on site.
- Where Hutchinson's scope of work includes the installation of **fast action doors** or other equipment requiring lifting, alignment, or overhead work, it is assumed

that the Customer will provide suitable plant (e.g. forklift, scissor lift, telehandler) and a qualified operator **at no cost to Hutchinson's**.

- All customer-supplied plant must be certified, compliant with relevant safety standards, and available on-site at the agreed installation date. Any delays, rebooking fees, or additional costs resulting from the unavailability of such equipment shall be the responsibility of the Customer.
- Where the use of the Customer's goods lift or powered access is agreed, the Customer confirms that the lift is suitable and has minimum clear internal dimensions equivalent to the longest panel product plus 300mm. The route from offloading to the lift and to the final installation point must be clear and accessible.
- Unless otherwise stated, the offer assumes the use of scissor lifts. If site conditions identified during the survey require boom lifts or more specialised access equipment, Hutchinson's reserves the right to charge the Customer for any cost uplift.
- The Customer shall indemnify Hutchinson's PVC Solutions Ltd against any costs or losses resulting from damage to plant (e.g., MEWPs, cranes) while on site, except where such damage is directly caused by Hutchinson's operatives during performance of their contractual duties.
- **Competent Installation Operatives**
All Hutchinson lead installers carry CSCS cards and operatives are trained in installation-specific competencies such as PASMA and IPAF where applicable. Should the Customer require additional trade-specific qualifications, certifications, or clearance not already included in our RAMS, this must be requested during the quotation stage and may be chargeable.
- Provision of **SSSTS** or **SMSTS**-accredited supervisors is not included by default in Hutchinson's standard offer unless expressly quoted.
- For projects involving the relocation of existing products, Hutchinson's does not accept responsibility for the condition, cleanliness, or aesthetic appearance of any reused or relocated items.
- Hutchinson's cannot guarantee that existing products can be successfully relocated. Full feasibility can only be confirmed at the time of attempting removal. Should any products prove unfit for relocation, any replacements or adjustments shall be chargeable to the Customer.

4.2 Installation Dates

1. Installation dates are estimates only and will be confirmed once we have all required information, approvals, and payments.
2. Changes requested by the Customer must be made at least 30 days before the agreed date. Changes with less than 30 days' notice may incur a rescheduling

fee of 10% of the contract value. Changes with less than 7 days' notice may incur an additional charge of up to 15% for disruption costs.

3. If site works are cancelled within 5 working days of the agreed date, we may also charge a demobilisation fee to cover lost labour, equipment, and scheduling costs.
4. In the event of Force Majeure, rescheduling fees may be waived or adjusted at our discretion.
5. On completion, the Customer must have an authorised representative on site to sign the Completion Certificate. Refusal or delay may affect warranty commencement.

4.3 Rescheduling Installation Projects

- All rescheduling requests must be submitted in writing and are subject to the following terms:
- **Standard Rescheduling Fee** (within 30 calendar days of the scheduled installation date):
A rescheduling fee of 10% of the total contract value will apply to any request to change the agreed installation date made within 30 calendar days of the scheduled work.
- **Short-Notice Rescheduling** (within 7 calendar days of the scheduled installation date):
In addition to the standard fee, an additional charge of up to 20% of the contract value may be applied to cover disruption-related costs such as labour rescheduling, logistics, storage, and resource allocation.
- **Availability and Delay Notice:** Rescheduling is subject to availability. Any change may result in delays depending on our installation calendar and other scheduled works.
- In the event of a **Force Majeure** event, such as extreme weather, supply chain disruption, or site inaccessibility due to external factors beyond Hutchinson's control, rescheduling charges may be waived or adjusted at Hutchinson's sole discretion. Any changes to the installation schedule due to such events will be communicated as soon as reasonably practicable.

4.4 Completion Certificate Requirement

Upon practical completion of installation works, the Customer shall ensure that an authorised representative is available on site to sign a Completion Certificate confirming handover. Refusal or delay in signing may affect warranty commencement.

4.5 Warranty (product warranty all contracts, installation workmanship warranty installation only)

1. All goods are covered by a product warranty against manufacturing defects, as stated in the quotation or order confirmation.
2. For installation contracts, we also provide a workmanship warranty for the same period as the product warranty unless stated otherwise.
3. The warranty does not cover:
 - Misuse, neglect, accidents, or unauthorised alterations
 - Normal wear and tear
 - Damage caused by third parties, extreme weather, or environmental conditions outside the product's specification
 - Improper storage, handling, or maintenance by the Customer or third parties
4. It is the Customer's responsibility to ensure goods are suitable for their intended purpose, including compliance with wind load, engineering, or regulatory requirements.
5. Warranty claims must be made in writing as soon as the issue is noticed.
6. Hutchinson's Life Time Guarantee covers PVC, fixtures and fittings but excludes any speed doors or pedestrian doors (as these are covered by 3rd party suppliers).
- Hutchinson's Life Time Guarantee on products includes solutions that have been manufactured and installed by Hutchinson's, with lifetime meaning:
 - **610gsm:** 5 years.
 - **900gsm:** 10 years.

4.6 Definition of "Lifetime":

- For 610gsm products: Customers will expect the guarantee to last 5 years from the installation date. This means that any manufacturing defects or issues related to material or workmanship within 5 years will be covered under the guarantee.
- For 900gsm products: Customers will expect a 10-year guarantee for these heavier-duty solutions. The same applies in terms of coverage for defects or issues related to materials or workmanship.

4.7 What the Guarantee Covers:

- Manufacturing defects of the PVC product: Any faults in the material or workmanship that result in the product failing or becoming unusable.
- Repairs or replacements: If a product fails within the specified time period (5 or 10 years), customers can expect free repairs or replacements, depending on the situation.

4.8 What the Guarantee does not Cover:

- The warranty does not cover damages caused by improper installation, misuse, or alterations made by the customer or third parties.
- Damage due to misuse: Any product that has been mishandled, improperly maintained, or used outside of its intended purpose may not be covered.
- Normal wear and tear: For products that experience typical usage wear (such as fading due to sunlight, weathering, or general deterioration from use), this is not covered unless it's caused by a manufacturing defect.
- External factors: Issues arising from external damage, such as accidents, environmental factors, or failure to follow care instructions.

4.9 Transferability of the Guarantee:

- The is non-transferable if the product is sold to a new owner.
- Hutchinson's standard Warranty includes a 12-month defects liability period following practical completion. This Warranty coverage negates the need for any retention mechanism in standard contracts.

4.10 Maintenance and Care (all contracts, but adjusted wording for supply-only)

1. To keep the warranty valid, the Customer must maintain goods according to our care instructions.
 2. For supply-only goods, the Customer is responsible for correct storage, handling, and installation by competent persons.
 3. For installation contracts, we will hand over goods in clean condition and advise on any specific care requirements.
 4. Any cleaning products or methods used must be suitable for the materials supplied. Damage from improper cleaning is not covered by warranty
-

5. Contract Changes & Exit Routes

5.1 Cancellation Policy (all contracts, with additional installation-specific rights)

All cancellations must be made in writing.

5.2 Cancellation Charges

The following cancellation charges will apply:

- Before production or procurement has started – A cancellation fee of **25%** of the total contract value will apply to cover administrative time, site surveys, planning, and project management.
 - After production or procurement has started (materials ordered or manufacturing begun) – A cancellation fee of **50%** of the total contract value will apply.
 - After production is complete but prior to delivery or installation – A cancellation fee of **75%** of the total contract value, plus any applicable storage or handling costs, will apply.
 - After delivery has been scheduled or installation has begun – A cancellation fee of **100%** of the total contract value will apply, as the service is considered fully committed and non-refundable at this stage.
 - For installation contracts, if you cancel or postpone within five (5) working days of the agreed site start date, we may also charge:
 - All mobilisation and demobilisation costs,
 - Any standing time charges for booked labour and plant,
 - Any costs we incur for third-party services.
-

5.3 Custom-Made Goods

For **installation contracts** involving Custom-Made Products, cancellation after production has started will only be considered at the Company's sole discretion and, if accepted, will be subject to the stepped cancellation charges set out in clause **5.2**.

For **supply-only contracts** involving Custom-Made Products, cancellation is **not accepted once production has started**, unless we agree otherwise in writing (see clause 5.7.3).

5.4 Reallocating the Job to a Third Party

You may not cancel or reduce works to reallocate the job to a third party without our written consent.

5.5 Delays

If we are delayed or stood down on site for reasons outside our control (including incomplete enabling works, inaccessible site, or interference from other trades), we may charge for:

- Waiting/stand-down time at our published hourly rates,
- Additional visits required to complete the works,
- Storage of materials if delivery must be postponed.
- ---

5.6 Link with Payment Terms

Any staged payments already made under clause 2.5 Payment (all contracts) will be deducted from the total sum payable under this Section. Where staged payments exceed the calculated amount, the Company will refund the difference within 14 days. Where staged payments are less than the calculated amount, the Customer shall pay the balance within 7 days of invoice. Staged payments are part of the calculation of the total sum payable upon cancellation and are not in addition to cancellation fees.

5.7 Cancellation Policy (Supply-Only Projects)

This cancellation policy applies to supply-only projects (where no installation services are included). All cancellations must be made in writing and are subject to the following terms:

- **Within 3 calendar days of order confirmation** – No cancellation fee will apply, provided that production or procurement has not yet begun.
- **After 3 calendar days but before production has commenced** – A cancellation fee of 15% of the total contract value will apply to cover administrative, planning, and pre-production costs.
- **After production has commenced** (materials ordered or manufacturing started):
 - **For Standard Products** – A cancellation fee of 50% of the total contract value will apply, reflecting the value of materials and labour committed to date.

- **For Custom-Made Products** – Cancellation is not accepted unless we agree otherwise in writing. If accepted, the cancellation fee will be 100% of the total contract value.
-

5.8 Indemnification (all contracts, includes site-specific risks for installation)

- You agree to indemnify us (cover our costs, losses, and claims) arising from:
 - Your breach of these Terms & Conditions.
 - Misuse, neglect, or improper installation of goods (for supply-only).
 - Site conditions, hazards, or hidden services you fail to disclose (for installation contracts).
 - Following your delivery or installation instructions, where these cause loss, damage, or extra cost.
 - It is your responsibility to ensure goods are suitable for their intended purpose, including load calculations, regulatory compliance, and environmental conditions, unless we have agreed in writing to verify these.
 - You must give us all reasonable information and assistance if a claim arises and allow us to control the defence or settlement of any claim covered by this indemnity.
 - This indemnity remains in force even after the contract ends.
 - Our total liability under this indemnity will not exceed the total amount paid by you for the goods or services in question.
 - This clause does not apply to losses caused by our own gross negligence or wilful misconduct.
-

5.9 Insurance (all contracts, split for supply-only vs installation)

We hold standard business insurance, including:

- Employers' Liability (£10 million)
- Public Liability (£5 million)
- Product Liability (£5 million)
- Professional Indemnity (£5 million) (where applicable)

For supply-only contracts, you are responsible for insuring the goods from the point risk passes to you (see Clause 3.1).

For installation contracts, you must maintain adequate site insurance for the duration of the works, including:

- Property damage
- Public liability
- Any other insurance we reasonably request in writing

Your insurance must:

- Name us as a loss payee for any goods supplied but not yet paid for,
- Require your insurer to give us at least 30 days' written notice before cancellation or change of cover,
- Remain in force until the works are completed and signed off.
- You must provide proof of insurance on request and tell us immediately if any relevant policy is cancelled, reduced, or changed.
- If you fail to maintain insurance, we may arrange cover on your behalf and recharge the cost, or suspend/terminate the contract.
- You must also ensure that any subcontractors working for you have adequate insurance.

5.10 Limitation of Liability (all contracts)

Nothing in these Terms & Conditions limits or excludes our liability for:

- Death or personal injury caused by our negligence,
- Fraud or fraudulent misrepresentation, or
- Any matter where it would be unlawful to exclude or limit liability.

We are not liable for:

- Loss of profit, business interruption, or other indirect or consequential loss,
- Damage caused by misuse, neglect, improper installation (for supply-only), or failure to follow our care instructions,
- Damage to goods or property caused by environmental exposure, incorrect cleaning methods, or third-party handling,
- Damage to unprotected surfaces during reasonable access or installation.
- Our total liability to you for any claim is limited to the total amount paid by you for the goods or services under the specific contract.
- For all claims arising from delay, defects, or breach (including any liquidated and ascertained damages), our liability is capped at 5% of the total contract value unless otherwise agreed in writing.
- Time is not of the essence unless we expressly agree in writing.
- We encourage you to maintain insurance to cover any risks not accepted by us under this clause.

6. Legal & IP

6.1 Intellectual Property (*all contracts*)

1. All intellectual property rights (including designs, drawings, specifications, photographs, reports, proposals, technical data, and other materials we produce or supply) remain our property unless we agree otherwise in writing.
2. You are granted a non-exclusive licence to use our intellectual property only for the purpose of using and maintaining the goods or services you have purchased from us. This licence ends immediately if the contract is terminated or if you fail to make full payment.
3. You must not copy, share, adapt, distribute, sublicense, or use our intellectual property for any other purpose without our written permission.
4. If you provide us with any designs, specifications, or materials, you warrant that these do not infringe the rights of any third party, and you agree to indemnify us against any claims, losses, or costs that arise if this warranty is breached.
5. All confidential information (including commercial know-how, specifications, processes, business plans, pricing, or customer data) disclosed by either party must be kept confidential and only shared with people who need to know for the purposes of fulfilling the contract. Neither party will use the other's confidential information for any purpose outside the contract.
6. Any third-party intellectual property incorporated into our goods or services remains the property of the relevant third party. Your use of such IP is subject to the terms of the relevant licence.

6.2 Dispute Resolution (*all contracts*)

1. We aim to resolve any issues quickly and fairly. If you have a complaint or dispute, please contact us in writing so we can try to resolve the matter directly through good-faith negotiation.
2. If we cannot resolve a dispute within 14 days, either party may refer it to mediation using a mutually agreed mediator. Mediation costs will be shared equally.
3. If mediation fails within a further 7 days, either party may refer the dispute to arbitration under the rules of the Chartered Institute of Arbitrators. The arbitrator's decision will be final and binding unless both parties agree otherwise in writing.

4. Nothing in this clause limits either party's right to seek urgent relief through the courts if necessary.

6.3 Law & Jurisdiction (*all contracts*)

1. These Terms & Conditions, and any dispute or claim arising from them, are governed by and construed in accordance with the laws of England and Wales.
2. Both parties submit to the exclusive jurisdiction of the courts of England and Wales.
3. No third party has any rights to enforce any term of this contract under the Contracts (Rights of Third Parties) Act 1999.
4. These Terms & Conditions do not create any partnership, joint venture, or agency relationship between the parties, and neither party may bind the other.
5. If any provision of these Terms & Conditions is found to be invalid, illegal, or unenforceable, the remaining provisions will remain in full force. Where possible, any invalid provision will be modified to make it enforceable while preserving its intent.

6.4 Force Majeure (*all contracts*)

1. Neither party will be liable for delays or failures to perform caused by events beyond their reasonable control, including but not limited to: acts of God, extreme weather, flame, flood, epidemic, pandemic, strikes, labour disputes, supplier failures, transport delays, or acts of government.
2. If such an event occurs, the affected party must promptly notify the other in writing and take reasonable steps to minimise the impact.
3. If a force majeure event continues for more than 60 consecutive days, either party may terminate the contract without penalty by giving written notice.