

Believe Housing Ltd
FAO: PAMELA WILSON
Coast House
Spectrum 4
Spectrum Business Park
Seaham
County Durham
SR7 7TT



Incorporating:
STS Restoration Ltd
STS General Maintenance & FM Ltd
STS Lightning Protection Ltd
STS Conservation Ltd

“YOUR BUILDING -
OUR REPUTATION”

Our Ref: #13884/LC/JS

15th July 2022

Dear Pamela,

Coast House Annual Lightning Conductor Test & Inspection

It has come to our attention via our records that the lightning conductor system installed at the above location will shortly be due for annual testing and inspection. We have pleasure in enclosing our quotations for your consideration.

We would be more than happy to continue with an annual quotation/order for each individual test on a one-off yearly basis and if this is what you would prefer, our quotation for the upcoming year would be:

Quotation £150.49 plus VAT

However there is also the opportunity for you to take advantage of the cost saving benefits and time saving benefits of entering into a pre-agreed, fixed cost, system testing contract which we can offer you over 3 or 5 years, but paid annually upon test completion so no upfront payment for tests you have not yet had. We are able to offer these options at the following costs:

3 Year Contract Quotation £139.20 per year plus VAT
5 Year Contract Quotation £131.67 per year plus VAT

NB: Saving against current year PO cost, total 2022 cost £150.49, equates to a saving of £11.29 per year, £33.87 over the full term 3 year contract or £18.82 per year, £94.10 over the full term 5 year contract.

As you can see, the discounted rates we have offered you in return for your commitment are rather attractive, and added to the convenience of no longer needing to deal with the annual procurement of quotations and raising of orders this can be extremely beneficial to you on multiple fronts.

I have attached below all the necessary term and conditions relating to all of the above options. As well as the T's & C's I have attached a blank copy of the term contract for your perusal.

I am of course available to offer help and advice on any of the above information by either telephone or email.

Yours Sincerely

Joanne Stone
Business Development Manager



**ACCEPTANCE OF THE QUOTATION OVERLEAF WILL CONSTITUTE AGREEMENT TO OUR
TERMS & CONDITIONS BELOW**

Terms & Conditions

1. The undermentioned terms and conditions apply in respect of any quotation given, work carried out, contract entered into or sale effected by us and where such terms and conditions in any way conflict with those in any document of the customer, these terms and conditions shall take precedence and shall apply except to the extent (if any to which such other terms and conditions are accepted by us in writing).
2. In particular and for the avoidance of doubt where any contract is made consequent on a quotation given by us it is an express term of that contract that these terms and conditions are incorporated therein and such contract shall be interpreted accordingly unless agreed in writing between both parties.
3. No contract shall be deemed to exist nor shall we be bound in any way to the customer until the order has been accepted by us in writing.
4. It is condition of the submission by us of any quotation that the subsequent acceptance of such quotation is deemed to imply that the acceptor has fully complied with all planning legal or other requirements to enable the work the subject of the quotation to be carried out and that the acceptor indemnifies us from and against all actions proceedings costs charges claims and demands arising out of any failure so to comply or of any other breach of this condition
5. Any quotation submitted by us is based on the cost of labour, materials and services obtained at the date of quotation.
6. **The validity of this quotation will be deemed open for a maximum of 90 days.** Once the validity period expires we reserve the right to adjust the quotation accordingly.
7. Any quotation submitted by us is on the basis that work will be carried out during standard working hours, from Monday to Friday. If it becomes necessary for work to be carried out during time falling outside normal working hours, or at weekends, additional charge will be made at the rates prevailing at the time as recommended.
8. Terms of payment. Unless detailed in writing i.e. formal signed subcontract agreement, **Payment terms for any quotation shall be 30 days from invoice.** Any disputes with the sum deemed payable should be communicated within 7 days. Should these terms be exceeded without written reason for withholding payment we reserve the right to charge interest at the current rate as being charged the counters of Barclays Bank PLC i.e. 5% above base rate and applied daily.
9. Unless otherwise outlined in subcontract documents, monthly progress invoices will be submitted by 28th day of each **month**. Such invoices will be for the value of work carried out and materials supplied up to & including the final day of the preceding month (less previous payments made on account). Payment terms applicable as item 8. Likewise, upon completion of works any balance shall be due in accordance with item 8.
10. In the event of failure to pay the sum payable in accordance with item 9. together with any VAT properly chargeable in respect of such payment, we will reserve the right to notify our intention to suspend performance within 5 working days until the sum payable is made in full.
11. Notwithstanding that credit may have been given by us for the payment of the price of any goods contracted to be supplied or sold we shall be entitled to retain possession thereof until payment.
12. Delivery dates or contract start/completion dates will be identified on purchase orders or in signed contracts & confirmed prior to commencement.
13. It is a condition of any quotation submitted, and of any contract entered into by us that we accept no responsibility for inherent defects within the work area nor do we accept any defects or damages outwith our control which may be discovered or occur after commencement of any works to be undertaken by us.
14. Unless otherwise stated, the defects liability period for work carried out by us will be 3 months from practical completion.
15. In accordance with the Housing Grants, Construction and Regeneration Act (1990). Section 108, either party reserves the right to refer a dispute arising under the contract for adjudication.
16. In addition to any right of lien to which we may by law be entitled we shall (in the event of the customers insolvency) be entitled to a general lien on all goods of the customer in our possession (although such goods or some of them may have been paid for) for the unpaid price or cost of any other goods sold and delivered to the customer by us or of the price of any other work carried out by us for the customer under the same or any other contract.
17. In these conditions the singular shall include the plural and the masculine shall include the feminine and neuter and where in any contract there are two or more persons designated by the expression 'the customer' the contract shall be deemed to be entered into by such persons jointly and severally. The expression 'Customer' shall encompass not only individuals or partnerships but also limited companies and other corporations.
18. Part of the test fee is based upon site attendance, therefore should our engineer attend site and find that access is not available to carry out the work, we will send an invoice for 50% of the quoted fee plus VAT.

