

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

Ref: PH/00078/23799

22nd September 2023

Dear Pamela,

Lightning Protection – Maintenance
Building/Site: Coast House - Spectrum 4

Further to your instruction to carry out work to the lightning protection system we can confirm that our engineer has attended site, please see attached the following:

- 1 **Certificate of Inspection**
- 1 **Quotation** to perform repair work where faults have been identified during the inspection or maintenance works.

NOTE:- The Electricity at Work Regulations 1989 is a statutory document which states that, where a Lightning Protection system is fitted, it should be professionally maintained in accordance with the standards to which it was installed – Protection of Structures against Lightning. Failure to properly maintain your lightning protection system could cause a potential hazard which may invalidate your insurance policy and may lead to possible prosecution.

Yours sincerely



Stephen Joyce
Contracts Manager



QUOTATION

SITE: Coast House - Spectrum 4

SYSTEM: Lightning Protection

REF: PH/00078/23799

AIR TERMINATION NETWORK - MESH GRID SIZES

Building structure

EARTH TEST RESULTS

E3 - A clamp needs replacing damaged

E10 - High resistance

ADDITIONAL COMMENTS

We have supplied you with a compliant test certificate, however we recommend consideration is given to carrying out the following remedial repairs

E3 - New A clamp required to replace damaged

E10 - High Earth Resistance Reading - Excavation required at this location as the earth resistance is significantly higher than the remainder and upgrade works are required

We would be pleased to carry out the repair works detailed above for the sum of **£419.16 plus VAT** (four hundred and nineteen pounds and sixteen pence)

Quotations are subject to our standard Terms and Conditions of Contract a copy of which is attached.

Yours sincerely



Stephen Joyce
Contracts Manager



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REGISTERED IN ENGLAND AND WALES No. 3912476

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 30 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.
19. Any customer circumstances which result in STS failing to be able to deliver the agreed services will result in a minimum 50% charge.
20. STS Group will not accept financial liability for any client project insurance policy fees neither initial policy nor policy extensions as a result of any overrun.