

Company Details

Contact Name:		Contact Telephone:	
Company Name:		Company Reg. No.:	
Company Address:			
		Post Code:	
Parent Company Name:		Estimated Monthly Limit:	£
Full Name of Director(s):		Date company registered:	
Bank Account Number:		Bank Sort Code:	
VAT Number:		Bank Name:	
Reverse VAT Charge:	Please confirm that your company is either an intermediary, end user or both to allow us to charge the correct VAT on invoices.		
We are the intermediary:		We are the end user:	
		We are both:	
UTR Number:			

Invoicing Details

Invoicing Address (if different from above)			
		Post Code:	
Other Invoicing Requirements:			

Accounts Details

Account Contact:		E-Mail Address:	
Telephone No:			

Trade Reference (please complete for 2 trade references)

Company Name:		Company Name:	
Address:		Address:	
Telephone No:		Telephone No:	
No. of years trading:		No. of years trading:	

I understand as a **Director** of the above stated company, Moor Storage Ltd. may make a [credit reference agency](#) search and I consent to such a search being carried out as well as [consent to contact the trade references](#) via phone or e-mail to verify our account with them and trading history. We accept the Terms & Conditions (on the adjoining pages of this document) of Moor Storage Ltd. as a basis for current and future trading.

Signed:		Consent for contacting trade references:	
Name (In Capitals):		Date:	

Contract Terms and Conditions

1. VALIDITY

We have accepted in writing your official order to carry out the service or supply the materials specified in the quotation. Unless otherwise expressly agreed in writing the contract shall be on the terms and subject to the conditions hereinafter set out.

2. VARIATION

Unless otherwise stated, the quotation is based upon today's prices for materials, labour and transport, and the price quoted is subject to fair adjustment reflecting any alteration during the period between the date of the quotation and the date of the completion of the contract in the prices of any materials or in any wage rates governed by national agreement, or in any transport costs.

3. OWNERSHIP OF GOODS

The ownership of any goods supplied by us does not pass to you until such time as full payment has been received by us. We reserve the right of entry to the premises where the goods have been supplied for the purpose of repossession of the goods at any time where any part of the price remains outstanding. This clause is to stand in the event of your bankruptcy, winding up resolution or the appointment of your receiver or liquidator.

4. PAYMENT

Unless otherwise stated our terms of payment are: -

- (a) Payment shall be 1/3 with order, 1/3 upon delivery and the balance of the contract price shall be paid by the end of the month next following the month in which the contract was completed.
- (b) All payments to be made on or before due date, as a condition precedent to future deliveries.

5. DELIVERIES

Access and egress to the site is the responsibility of the customer

We shall use our best endeavours to complete the contract within the time agreed but we shall in no circumstances be liable for any loss or damage consequential or otherwise caused directly or indirectly by any delay in the delivery of materials or in the completion of the contract.

6. GUARANTEE

If during the period of six months from the date of completion of the contract any article delivered by us is found to be defective due to our faulty workmanship or material, we shall at our option repair the faulty article, provided such article is returned to us as soon as possible after the discovery of such defect. Unless otherwise agreed, defective parts must be returned to us carriage paid. Save as aforesaid we shall in no circumstances be liable for any loss or damage consequential or otherwise caused directly or indirectly by any faulty workmanship or material or by any default or neglect in or about the execution of the contract and all warranties or conditions statutory or otherwise are hereby expressly excluded.

7. LOADS

The quoted mezzanine floor is designed to carry static loads, and the load from a hand operated pallet truck only. Should dynamic loads or point loads be applied it is the customer's responsibility to advise. With point loads (shelving, racking heavy duty pallet trucks), details will need to be checked to avoid the punching of holes in the decking. Progressive / disproportionate collapse is quoted based on building classification Class 1 as set out in Approved Document A.

8. SITE CONDITIONS

Unless otherwise stated this quotation does not include: -

- (a) The clearing or preparation of the site; or
 - (b) The provision of scaffolding, netting or hoists; or
 - (c) The unloading or safe-keeping of any materials or fittings; or
 - (d) Any work necessary at the site after materials have been erected; or
 - (e) The work specified in clause (11) hereof.
 - (f) A trained first aider or appointed person to be present on site during our works.
 - (g) We do not include for cutting out or making good concrete or brickwork.
 - (h) We do not include for the provision of any welfare facilities including toilets, lighting and general power for our equipment. These are to be provided by the client, free of charge. If these cannot be provided by the client we will hire the necessary equipment and charge accordingly.
- In all cases it is your responsibility to see that walls, floors, fabric and structure of the building are adequate to withstand the loads imposed by our structure or equipment.

What we expect and have quoted the site conditions to be:

- 1) We have assumed that the site is at the same level as the off-loading point as well that any roller shutter door is at least 3 metres wide and 3 metres tall to allow plant & materials to go through.
- 2) We also assume the existing floor slab is level (within +/- 10mm over 4m square).
- 3) We have quoted for the site to be clear prior to our arrival any delays may incur additional charges.
- 4) Where we are using your / the end users fork lift truck we expect full and uninterrupted use from 8am till 6pm.

9. CANCELLATION

In the event that you cancel an order for goods or services, you shall be liable to pay to Moor Storage Ltd ("The Company") a sum equivalent to the greater of either: -

- (a) The amount you have already paid under Clause 4 above

Or

- (b) The Company's projected profit for performing the Contract.

Payments must be made within 14 days of your cancellation. In the event that you are liable on cancellation to pay an amount under (b) hereof then any payments made under Clause 4 hereof will be credited against the balance owed.

In the event that you fail to make payment in accordance with this clause The Company will seek to recover the balance owed together with interest at 8% from the last date at which payment could be made until settlement.

10. MEZZANINE FLOORS

Should the client ("you") or due to the requirements of the Local Authority make the installation of the structure impractical and unviable, the client will agree to pay the costs incurred for changes required to make the structure practical and viable.

11. ERECTION

In cases where the quotation includes erection by us you shall provide adequate access to the cleared and prepared level site and our quotation is made on the basis that erection will be undertaken during normal working hours. Work carried out at other times at your request will be subject to an extra charge. Any additional site security (Disclosure and Barring Service, Baseline Personnel Security Standard (BPSS), Counter Terrorist Check (CTC), Security Check (SC), Enhanced Security Check (eSC) or vetting of similar standard) required for Moor Storage Ltd and / or sub contract installation companies will be charged back to client for costs incurred to carry out checks.

12. ELECTRIC SUPPLY

In all cases it is your responsibility to make sure a supply of 240V via a normal plug socket is made available within 10 metres of the working area or a dedicated twin 110V yellow socket.

13. SAFETY REGULATIONS

In all cases, it is your responsibility to ensure that the equipment as installed conforms to the requirements of the Factory Acts or other safety regulations and any Local Authority requirements. As well as the work area, including access pathway will need to be cordoned / barriered off by you or others to prevent ingress of non-site personnel.

14. INSURANCE

In all cases it is your responsibility in relation to our company's materials and/or equipment to have these fully insured whilst in your custody and control in respect of material damage following fire, standard special perils and theft cover. With regards to our insurance copies are available upon request.

15. PREVALENCE OF THESE CONDITIONS

These conditions shall prevail over the Customers standard terms of contract in all cases and circumstances whatever (unless otherwise provided herein) and no term in the Customer standard terms of contract to the contrary or inconsistent effect to these Conditions shall have any force or effect whatever.

16. COPYING, DUPLICATION, REPRODUCTION

All rights reserved, the company withhold all rights to the maximum extent allowable under law.

17. CAVEAT EMPTOR

The principle that the buyer alone is responsible for checking the quality and suitability of goods before a purchase is made. Therefore, you have the responsibility that what you are ordering is the required quality and that it is suitable for your requirements.

18. FORCE MAJEURE

The company shall not be liable for any failure to fulfil the Contract or any term or condition of the Contract if fulfilment has been delayed, hindered or prevented by circumstances beyond its reasonable control including but not limited to fire, explosion, flood, tempest, unusually adverse weather conditions, failure or shortage of power supplies, fault or failure of plant or machinery, war, hostilities, riot, acts of terrorism, strikes, lock-outs or other industrial action or Trade dispute ("a Force Majeure Event"). The company will promptly notify the Customer if a Force Majeure Event arises and during the period in which The company is prevented from performing the Contract the Customer will be entitled after giving The company written notice of its intention to do so to purchase products elsewhere at its own cost and risk and the company shall not be obliged to make up deficiencies which arise as a result. If a Force Majeure Event exceeds one month the company may cancel the Contract without liability.

19. SEVERANCE

If at any time one or more of the provisions of these Conditions becomes or is held illegal or unenforceable in any respect, the enforceability of the remaining provisions here of shall not in any way be impaired or affected thereby.

20. GOVERNING LAW AND JURISDICTION

The Contract shall be governed and construed in accordance with the laws of England. The English Courts will have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with the Contract.

21. TOLLERANCES

Combined tolerance are as follows: plus or minus **10mm** on levels - plus or minus **10mm** in each axis for column base positions – plus or minus **20mm** for deviations in lengths or widths less than 30 meters and greater than 30 meters plus or minus **20mm + 0.25mm per meter thereafter** – plus or minus **height / 600 or 5mm** whichever is greater for plumpness of columns. Please reference National Structural Steelwork Specification for Building Construction 7th Edition for further explanation on tolerances.

22. ALTERATIONS TO THE AGREEMENT

No alterations to this Agreement shall be valid unless agreed in writing by a Director of the Company.

Where the Company gives written notice to the Client agreeing to alter the terms different to those already agreed between the parties, the Client shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Company by notice in writing whether or not it wishes the alterations to proceed.