

MMCEngineer Limited

TERMS AND CONDITIONS

By appointing MMCEngineer Ltd the appointee has accepted these terms and conditions as stated in the letter of appointment.

1. **Appointment**
A purchase order or signed fee proposal will need to be raised for the full quoted and agreed amount before work can commence on any job. A separate Purchase Order will need to be raised for any extras before work on those extras can commence.
2. **Prices**
All prices quoted are for the listed and mentioned services outlined in the quote and/or the fee proposal only.
3. **Contractual Documents**
The Appointee will provide a document set which is to form the 'Contractual Drawings'. Variations from the Contractual Drawings will likely raise additional costs as outlined in the fee proposal. This includes Collateral Warranties.
4. **Collateral Warranties**
A requirement for a collateral warranty for a project is to be highlighted prior to appointment and if possible, sent for professional indemnity insurer approval prior to appointment. Failure to do so attracts greatest of 10% of project fee or £1000+vat as an administrative fee due to additional administration required.
4. **Dates and Schedule**
All Projects are planned to an agreed schedule. Non-adherence to this schedule by the Appointee may compromise final delivery deadlines.
Non-adherence to schedule includes but is not limited to: the Contractual Drawings not containing the necessary information to complete the work, purchase orders for extras required to complete the work not promptly raised, variations to the Contractual Drawings.
Should the Project be cancelled or delayed or put on hold by the Appointee for a period of 4 weeks or more MMCEngineer Ltd reserves the right to invoice for any part-works carried out and any non-routine third party costs incurred on a Project.
3. **Standard terms of payment**
All invoices are payable 30 days from the date of the invoice, unless a written agreement from MMCEngineer Ltd has been issued confirming a variation of the terms and signed by a Director.
4. **Monies outstanding beyond our normal credit terms**
Any account outstanding beyond our credit terms of reference will be passed out of hand to our Credit Collection Agents and will be subject to a surcharge of £500.00 to cover the cost incurred; such accounts will also be subject to any other costs incurred in obtaining settlement.
5. **Interest charges on outstanding accounts**
Any invoices not paid by the due date will suffer a credit charge of 25% per annum. The company reserves the right to vary the rate of interest charged.
6. **Retention of title**
All goods and services/reports will remain the property of the company until the price has been paid in full and the customer shall remain a bailee only until payment is made.
7. **Complaints**
Any complaints by the customer relating to this invoice must be notified by the customer to the company within 14 DAYS of the date on the invoice.
8. **Professional Indemnity**
Professional Indemnity is carried and Maintained by MMCEngineer Ltd and a copy of the insurance is available at www.mmceengineer.com/PI.pdf . Without exception any claim under any contract or appointment is limited to the value of the contract between MMCEngineer Ltd and their immediate client. MCEngineer Ltd do not take design responsibility under any contract unless the drawings for the project have been signed as checked and released for manufacture by the engineer who produced the calculations. Drawings are to comply with guidance / requirements of pr EN 1090 - 4 for light gauge steel projects (the majority of the practices work).