

GB FABRICATIONS LTD

TERMS & CONDITIONS OF BUSINESS

Version: 1.0

Applicable to: Residential Consumers and Commercial Customers

Business Activities Covered: Metal fabrication, manufacturing, supply, delivery, installation, repairs, maintenance and call-out services.

1. ABOUT THESE TERMS

1.1 These Terms & Conditions ("Terms") apply to work, goods and services supplied by **GB Fabrications Ltd** ("GB Fabrications", "we", "us" or "our").

1.2 The customer is referred to as "you" or "the Customer".

1.3 These Terms apply to quotations, orders, fabrication, manufacturing, repairs, maintenance, delivery and installation unless a separate written agreement expressly states otherwise.

1.4 The contract between GB Fabrications and the Customer consists of:

- the quotation;
- the order or booking confirmation;
- the agreed specification;
- approved drawings or designs, where applicable;
- these Terms; and
- any additional written agreement expressly accepted by both parties.

1.5 If there is a conflict between these Terms and a specific written quotation or signed agreement, the specific written agreement will take priority to the extent of the conflict.

1.6 Nothing in these Terms removes or restricts any legal right or remedy that cannot lawfully be excluded or restricted.

2. DEFINITIONS

For these Terms:

"Goods" means products manufactured, fabricated, supplied or delivered by GB Fabrications.

"Services" means fabrication, installation, repair, maintenance, inspection, call-out, labour or other services provided by GB Fabrications.

"Quotation" means the written quotation issued by GB Fabrications setting out the proposed Goods and/or Services and price.

"Customer" means the person, business or organisation purchasing Goods or Services from GB Fabrications.

"Consumer" means an individual acting for purposes wholly or mainly outside their trade, business, craft or profession.

"Commercial Customer" means a business, company, contractor, landlord, organisation or other customer acting in connection with a business or commercial activity.

3. QUOTATIONS

3.1 Quotations will be based on the information available to GB Fabrications when the quotation is prepared.

3.2 Unless otherwise stated, a quotation is not an acceptance of an order and does not become binding until the order has been accepted by GB Fabrications.

3.3 Quotations may be based on:

- measurements;
- drawings;
- photographs;
- customer specifications;
- site visits;
- estimated quantities;
- material prices;
- labour requirements; and
- information supplied by the Customer.

3.4 Where a quotation has an expiry date, GB Fabrications is not obliged to honour the quotation after that date.

3.5 Material, supplier, transport or other costs may change between quotation and order. Where this materially affects the agreed price before the contract is formed, GB Fabrications may issue an updated quotation.

3.6 Once an order has been accepted, the agreed price will not be changed simply because our costs have increased, except where the contract permits an adjustment or the Customer requests changes/additional work.

4. ACCEPTANCE OF AN ORDER

4.1 An order may be accepted by:

- written confirmation;
- payment of the required deposit;
- signing an order form;
- confirmation by email or other written communication; or
- GB Fabrications commencing the agreed work.

4.2 The Customer is responsible for checking the quotation, dimensions, specification, design, quantities, finish and other details before approving the order.

4.3 Once an order has been accepted, changes may result in additional charges and/or revised lead times.

4.4 GB Fabrications may require written confirmation of significant changes before proceeding.

5. DEPOSITS

5.1 Unless otherwise stated in the quotation, a **50% deposit** is required before fabrication, procurement or other substantial work begins.

5.2 The deposit is a payment towards the agreed contract price and is not automatically a penalty or forfeiture.

5.3 If a Customer cancels an order, the amount retained or refunded will depend on the applicable law, the type of contract, the stage of work, materials purchased, work completed and any applicable consumer cancellation rights.

5.4 GB Fabrications will not describe a deposit as automatically non-refundable where doing so would conflict with the Customer's legal rights.

5.5 Where materials have been specifically purchased or work has already commenced, GB Fabrications may seek payment for sums properly due for work performed, goods supplied, materials purchased or losses recoverable under the applicable contract and law.

6. FINAL PAYMENT

6.1 Unless otherwise agreed in writing, the remaining balance is due **on completion and before delivery, collection or installation of the Goods**.

6.2 GB Fabrications may withhold delivery, collection or installation until the balance due has been paid, where legally permitted.

6.3 Where a Customer has agreed credit terms, the agreed invoice due date will apply.

6.4 Payment must be made using the payment method stated on the quotation, invoice or booking confirmation.

6.5 A payment is not considered received until cleared funds are available to GB Fabrications.

7. COMMERCIAL CREDIT TERMS

7.1 Credit facilities are not automatic.

7.2 GB Fabrications may approve, refuse, reduce, suspend or withdraw credit facilities at its reasonable discretion, subject to the terms of any existing contract.

7.3 Any agreed credit period will be stated on the quotation, order confirmation or invoice.

7.4 Unless otherwise agreed, invoices must be paid by the due date shown on the invoice.

7.5 If an invoice becomes overdue, GB Fabrications may:

- request immediate payment;
 - suspend further work;
 - suspend further deliveries;
 - suspend credit facilities;
 - require future work to be paid in advance;
 - require a further deposit; and/or
 - pursue recovery of the outstanding debt.
-

8. LATE PAYMENT — COMMERCIAL CUSTOMERS

8.1 For qualifying business-to-business debts, GB Fabrications reserves its rights under applicable late-payment legislation.

8.2 Where applicable, GB Fabrications may claim statutory interest on qualifying overdue commercial debts at the statutory rate.

8.3 GB Fabrications may also claim applicable statutory fixed compensation for recovery of qualifying overdue commercial debts.

8.4 Where legally recoverable, GB Fabrications may also seek reasonable additional recovery costs where the applicable statutory regime permits this.

8.5 Nothing in these Terms is intended to prevent GB Fabrications from exercising any statutory right to interest or recovery costs.

9. RESIDENTIAL CONSUMERS

9.1 Where the Customer is a Consumer, the contract will be subject to applicable consumer protection legislation.

9.2 Nothing in these Terms excludes or restricts statutory Consumer rights.

9.3 In particular, applicable statutory rights relating to the quality and description of Goods and the performance of Services remain in force.

9.4 Where a Consumer contract is entered into away from GB Fabrications' premises or at a distance, any applicable statutory cancellation requirements will apply.

9.5 Where a statutory cancellation right applies, GB Fabrications will provide the information required by law.

10. CANCELLATION BY CONSUMERS

10.1 Where the law gives a Consumer a statutory right to cancel, that right will apply.

10.2 Certain types of Goods and Services may be excluded from statutory cancellation rights. This may include Goods made to the Consumer's specifications or clearly personalised, where the applicable legal requirements are satisfied.

10.3 GB Fabrications will not rely on a bespoke-product exclusion merely because an ordinary product was ordered after a Customer enquiry. The exclusion will only be relied upon where the legal requirements are met.

10.4 Where a Consumer requests that Services begin before the end of an applicable cancellation period, GB Fabrications will obtain the appropriate express request and provide the legally required information.

10.5 Where legally permitted, a Consumer may be required to pay a proportionate amount for Services supplied before cancellation.

10.6 Where a Consumer has fully performed a Service under the legally required circumstances, any statutory cancellation right may cease as provided by law.

11. CANCELLATION BY COMMERCIAL CUSTOMERS

11.1 Commercial Customers do not automatically receive the statutory consumer cancellation rights described above.

11.2 A Commercial Customer requesting cancellation must do so in writing.

11.3 GB Fabrications will consider the cancellation request having regard to the contract and the stage reached.

11.4 Where cancellation is agreed, the Customer may be responsible for amounts properly due for:

- work already completed;
- materials purchased;
- goods already manufactured;
- supplier or third-party charges;
- transport already arranged; and
- other contractual sums properly payable.

11.5 GB Fabrications will not impose charges that are unlawful or that amount to an unenforceable penalty.

12. BESPOKE AND MADE-TO-MEASURE GOODS

12.1 Many GB Fabrications products are manufactured specifically to the Customer's dimensions, design or specification.

12.2 Before fabrication begins, the Customer should check all approved dimensions, design details, opening sizes, handing, finish, colour and other specifications.

12.3 Where a Customer approves incorrect information supplied by the Customer, additional costs may arise if the Goods need to be altered, remade or replaced.

12.4 Where GB Fabrications is responsible for taking or verifying measurements, we will use reasonable care and skill in doing so.

12.5 A bespoke product will be manufactured according to the agreed specification rather than necessarily being identical to a photograph, previous product or illustrative image.

13. DESIGN AND DRAWINGS

13.1 Where GB Fabrications provides drawings, sketches or design information, the Customer must review and approve them before fabrication where approval is requested.

13.2 Once approved, changes may result in additional costs and delays.

13.3 If the Customer supplies drawings, dimensions or designs, the Customer is responsible for ensuring that they are suitable and accurate unless GB Fabrications has expressly agreed to verify them.

13.4 GB Fabrications may make reasonable technical adjustments necessary to manufacture a product where those adjustments do not materially change the agreed design or function.

13.5 Material changes to the design will be referred to the Customer where reasonably practicable.

14. FABRICATION AND MANUFACTURING

14.1 GB Fabrications provides metal and steel fabrication and manufacturing services.

14.2 Products may include:

- pedestrian gates;
- driveway gates;
- security gates;
- security doors;
- garden gates;
- pedestrian doors;
- grills;
- handrails;
- balustrades;
- balconies;
- stairs;
- platforms;
- frames;
- bespoke steelwork;
- repair and modification work; and
- other agreed fabricated metal products.

14.3 Products will be manufactured in accordance with the agreed quotation and specification.

14.4 Fabrication is a manufacturing process and reasonable variations in weld appearance, grinding marks, surface texture, dimensions within agreed tolerances and material appearance may occur.

14.5 Where a specific tolerance, finish or standard is required, it should be expressly stated in the quotation or specification.

15. MATERIALS

15.1 GB Fabrications will use the materials stated or reasonably described in the quotation.

15.2 Where a specified material becomes unavailable, GB Fabrications may propose a suitable alternative where reasonably necessary.

15.3 No material substitution that materially changes the agreed specification will be made without the Customer's agreement where reasonably practicable.

15.4 Additional materials required because of Customer changes, inaccurate information, unforeseen site conditions or additional work may be charged separately.

16. DELIVERY

16.1 Delivery dates are estimates unless a specific date has been expressly guaranteed in writing.

16.2 The Customer must provide suitable access for delivery.

16.3 The Customer must inform GB Fabrications before delivery of any known:

- access restrictions;
- height restrictions;
- weight restrictions;
- parking restrictions;
- loading restrictions;
- restricted delivery hours; or
- other conditions affecting delivery.

16.4 If delivery cannot reasonably be completed because suitable access is unavailable, additional reasonable costs may be charged where applicable.

16.5 Unless otherwise agreed, the Customer is responsible for ensuring that the delivery location is ready to receive the Goods.

17. INSTALLATION

17.1 Where installation is included, GB Fabrications will carry out the installation using reasonable care and skill.

17.2 The Customer must provide safe and reasonable access to the installation site.

17.3 The Customer must ensure that the installation area is reasonably ready before the agreed installation date.

17.4 Additional work may be required where existing structures, walls, floors, foundations or other supporting surfaces are unsuitable.

17.5 Where unforeseen conditions are discovered, GB Fabrications may pause the relevant work and discuss the additional work and cost with the Customer before proceeding where reasonably practicable.

17.6 Unless expressly included in the quotation, installation does not include:

- electrical work;
- major building work;
- structural engineering;

- groundworks;
- removal of asbestos;
- specialist access equipment;
- major demolition;
- plumbing;
- specialist third-party work.

17.7 Any such additional work will only be undertaken if agreed.

18. EXISTING STRUCTURES

18.1 Where GB Fabrications installs, repairs or modifies an existing structure, we are not responsible for defects that were not reasonably identifiable before work commenced.

18.2 Existing structures may contain corrosion, weakness, movement, poor previous workmanship or other defects.

18.3 Where an existing structure is found to be unsuitable, GB Fabrications will inform the Customer where reasonably practicable.

18.4 Any additional remedial work will be subject to additional charges unless it is already included in the quotation.

19. REPAIRS AND CALL-OUTS

19.1 Repair and call-out work may be subject to an inspection, attendance or call-out charge.

19.2 The applicable charge will be stated in the quotation, booking confirmation or otherwise communicated to the Customer where reasonably practicable.

19.3 A call-out does not automatically include unlimited repair work.

19.4 If additional work is required, GB Fabrications may provide a further quotation or obtain approval before carrying out substantial additional work.

19.5 Where urgent work is requested, the applicable emergency or urgent rate will be communicated where reasonably practicable.

19.6 A repair to one component does not guarantee the condition or future performance of unrelated existing components.

20. LABOUR CHARGES

20.1 Where labour is charged separately, the rate applicable to the work will be stated on the quotation or otherwise agreed.

20.2 GB Fabrications' standard reference labour rates may be:

£10 per hour

£150 per day

20.3 The actual labour charge for a particular job will be the rate agreed in the quotation or booking confirmation.

20.4 Additional labour caused by Customer changes, unsuitable site conditions or additional work may be charged separately where agreed.

21. LEAD TIMES

21.1 Lead times are estimates unless a specific completion date is expressly agreed in writing.

21.2 Lead times can be affected by:

- Customer approval;
- material availability;
- supplier delays;
- Customer-requested changes;
- site access;
- unforeseen site conditions;
- third-party work;
- transport;
- severe weather;
- equipment failure;
- events outside GB Fabrications' reasonable control.

21.3 Where a significant delay occurs, GB Fabrications will communicate with the Customer as reasonably practicable.

21.4 The Customer should not make consequential arrangements based solely on an estimated completion date unless that date has been expressly guaranteed.

22. INDICATIVE LEAD TIMES

22.1 Any lead-time board, quotation or written communication may specify current estimated lead times.

22.2 Where applicable, GB Fabrications may currently advertise indicative lead times such as:

Doors — approximately 90 days

Gates — approximately 160 days

22.3 These figures are indicative only and may change depending on workload, materials, specification and other circumstances.

22.4 The applicable lead time for a particular order will be the lead time communicated or agreed for that order.

23. INSPECTION AND ACCEPTANCE

23.1 The Customer should inspect Goods as soon as reasonably practicable after delivery or installation.

23.2 Any obvious damage or issue should be reported to GB Fabrications promptly.

23.3 Reporting an issue does not remove any statutory rights.

23.4 Where an issue is reported, GB Fabrications may reasonably request photographs, measurements or an inspection to establish the cause.

23.5 Where appropriate, GB Fabrications will investigate and propose a remedy.

24. WARRANTY

24.1 Unless a different warranty is expressly stated in writing, GB Fabrications provides a **12-month workmanship warranty from the date of final installation** for applicable supplied and installed work.

24.2 The warranty is additional to, and does not replace, statutory rights that apply to Consumers.

24.3 The warranty applies to defects in workmanship arising under normal intended use.

24.4 The warranty does not cover damage or defects caused by matters outside the reasonable responsibility of GB Fabrications, including:

- accidental damage;
- vandalism;
- misuse;
- neglect;
- unauthorised modification;
- third-party alterations;
- abnormal use;
- failure to follow reasonable maintenance instructions;
- normal wear and tear;
- damage caused by another structure or installation;
- circumstances outside GB Fabrications' reasonable control.

24.5 Where a valid warranty issue is identified, GB Fabrications may inspect the work and, where appropriate, repair, replace or otherwise remedy the affected work.

24.6 The appropriate remedy will depend on the circumstances and applicable law.

24.7 A warranty claim should be reported promptly after the Customer becomes aware of the issue.

25. CUSTOMER MAINTENANCE

25.1 Customers should maintain Goods in accordance with any maintenance instructions provided by GB Fabrications.

25.2 Metal products may require periodic cleaning, lubrication, adjustment, inspection or treatment depending on their location and use.

25.3 External metalwork can be affected by weather, moisture, salt, pollution, chemicals and environmental conditions.

25.4 Failure to carry out reasonable maintenance may affect the condition and appearance of Goods and may affect warranty coverage where the failure has caused the relevant defect.

26. RETENTION OF TITLE

26.1 Where Goods are supplied before full payment has been received, ownership of those Goods will remain with GB Fabrications until the applicable amount due has been paid in full, to the extent permitted by law.

26.2 Until ownership passes, the Customer must not knowingly sell, transfer, dispose of or otherwise deal with the Goods inconsistently with GB Fabrications' ownership rights.

26.3 Where legally permitted, GB Fabrications may seek recovery of Goods for which payment remains outstanding.

26.4 Retention of title does not override any mandatory statutory rights applicable to Consumers.

27. NON-PAYMENT AND SUSPENSION OF WORK

27.1 Where an amount becomes overdue, GB Fabrications may contact the Customer requesting payment.

27.2 Where legally and contractually permitted, GB Fabrications may suspend further work, delivery or Services while an undisputed overdue balance remains unpaid.

27.3 GB Fabrications may require payment of overdue sums before recommencing suspended work.

27.4 Suspension of work will not automatically cancel the Customer's contract.

27.5 Where appropriate, GB Fabrications may terminate or otherwise enforce the contract in accordance with its terms and applicable law.

28. DEBT RECOVERY

28.1 Where an undisputed debt remains unpaid, GB Fabrications may use reasonable debt recovery procedures.

28.2 This may include:

- payment reminders;
- formal letters;
- letters before action;
- debt recovery services;

- statutory interest where applicable;
- recovery of applicable statutory compensation;
- court proceedings.

28.3 Nothing in these Terms requires GB Fabrications to take legal action before attempting reasonable resolution of a genuine dispute.

28.4 Where legal proceedings are required, GB Fabrications reserves the right to claim sums that are legally recoverable.

29. CUSTOMER RESPONSIBILITIES

29.1 The Customer must provide accurate information reasonably required to carry out the work.

29.2 The Customer must provide reasonable access to the premises or site.

29.3 The Customer must notify GB Fabrications of known hazards or restrictions.

29.4 The Customer must obtain permissions that are their responsibility, including any landlord, planning, building or other approvals, unless GB Fabrications has expressly agreed in writing to obtain them.

29.5 Where the Customer provides measurements, drawings or specifications, the Customer is responsible for their accuracy unless GB Fabrications has agreed to verify them.

29.6 The Customer must not ask GB Fabrications to carry out work that they know would be unlawful or unsafe.

30. HEALTH AND SAFETY

30.1 GB Fabrications will take reasonable steps to carry out its work safely.

30.2 The Customer must provide a safe working environment and notify GB Fabrications of known hazards.

30.3 GB Fabrications may refuse, delay or suspend work where the site presents a serious safety risk.

30.4 Where additional safety measures, equipment or specialist arrangements are required, additional charges may apply if agreed.

31. PHOTOGRAPHS AND JOB RECORDS

31.1 GB Fabrications may photograph work for job records, quality control, measurements, evidence of condition and warranty purposes.

31.2 Photographs containing identifiable individuals or other personal information will be handled in accordance with applicable data protection requirements.

31.3 GB Fabrications will only use identifiable customer/property photographs for public marketing where an appropriate lawful basis or permission exists.

31.4 Job records may include:

- quotations;
 - signed orders;
 - drawings;
 - photographs;
 - measurements;
 - invoices;
 - payment records;
 - job reports;
 - customer communications;
 - warranty information.
-

32. INTELLECTUAL PROPERTY

32.1 Unless otherwise agreed, drawings, designs, quotations, specifications and other materials created by GB Fabrications remain the property of GB Fabrications.

32.2 The Customer must not reproduce or provide GB Fabrications' designs to another manufacturer for commercial reproduction without permission, except where the Customer already owns the relevant design rights.

32.3 Where the Customer supplies a design, the Customer is responsible for ensuring that they have the necessary rights to use it.

33. THIRD-PARTY WORK

33.1 GB Fabrications may use suitably qualified subcontractors, suppliers or specialist contractors where reasonably necessary.

33.2 GB Fabrications will remain responsible for the Services it has contracted to provide, subject to these Terms and applicable law.

33.3 Delays caused by third parties may affect the programme where those delays are outside GB Fabrications' reasonable control.

34. EVENTS OUTSIDE OUR REASONABLE CONTROL

34.1 GB Fabrications will not be responsible for delay caused by circumstances genuinely outside its reasonable control.

34.2 Such circumstances may include:

- severe weather;
- fire;
- flooding;
- major equipment failure;
- supplier failure;
- material shortages;
- transport disruption;
- industrial action;
- power failure;
- government action;
- serious site restrictions;
- other events beyond reasonable control.

34.3 GB Fabrications will take reasonable steps to minimise the effect of such circumstances and resume work when reasonably possible.

35. LIABILITY

35.1 Nothing in these Terms excludes or limits liability where such exclusion or limitation would be unlawful.

35.2 Nothing in these Terms excludes or restricts liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or restricted.

35.3 Nothing in these Terms removes or restricts applicable statutory rights of Consumers.

35.4 Subject to the above, GB Fabrications will not be responsible for loss caused by circumstances outside its reasonable control.

35.5 GB Fabrications will not be responsible for defects caused solely by inaccurate Customer-supplied information, measurements or specifications where GB Fabrications was not responsible for verifying them.

35.6 GB Fabrications will not be responsible for defects in existing structures, materials or installations not supplied or installed by GB Fabrications, except to the extent caused by GB Fabrications' own breach, negligence or other liability imposed by law.

36. COMPLAINTS

36.1 Customers should raise complaints promptly and preferably in writing.

36.2 A complaint should include, where available:

- Customer name;
- job/order reference;
- description of the issue;
- photographs;
- date the issue occurred or was discovered.

36.3 GB Fabrications may request reasonable information or arrange an inspection.

36.4 Where GB Fabrications accepts responsibility for a defect, we will consider an appropriate remedy in accordance with the contract, warranty and applicable law.

36.5 Where the problem is unrelated to GB Fabrications' work, any additional inspection or repair may be chargeable, subject to prior agreement where reasonably practicable.

37. DISPUTE RESOLUTION

37.1 The Customer and GB Fabrications should first attempt to resolve genuine disputes directly.

37.2 Neither party should unnecessarily prevent the other from investigating a genuine complaint.

37.3 Where a dispute cannot be resolved through direct communication, either party may pursue any legal remedy available to them.

37.4 Nothing in this clause prevents a Consumer from exercising a statutory right or remedy.

38. DATA PROTECTION

38.1 GB Fabrications will process Customer information as reasonably necessary to:

- provide quotations;
- process orders;
- provide Goods and Services;
- arrange delivery and installation;
- process payments;
- manage warranties;
- maintain business records;
- communicate with Customers.

38.2 Personal information will be handled in accordance with applicable data protection legislation and GB Fabrications' privacy arrangements.

39. VAT AND PRICING

39.1 Unless expressly stated otherwise, the quotation will identify whether VAT is included or excluded.

39.2 Where VAT is legally chargeable and is not already included in the quoted price, it may be added at the applicable rate.

39.3 The Customer should check the quotation for the total amount payable before accepting the order.

40. ENTIRE AGREEMENT

40.1 The quotation, accepted specification, order confirmation and these Terms form the agreement between GB Fabrications and the Customer in relation to the relevant work, subject to any separate written agreement.

40.2 Neither party should rely on a statement that is not contained in the agreed contract, quotation or other written confirmation where the statement materially changes the agreed terms.

40.3 This clause does not exclude liability for fraud or fraudulent misrepresentation.

41. SEVERABILITY

41.1 If any provision of these Terms is found to be unlawful, invalid or unenforceable, that provision will be treated as modified or removed only to the extent necessary.

41.2 The remaining provisions will continue to apply where legally possible.

42. NO WAIVER

42.1 If GB Fabrications does not immediately enforce a right under these Terms, this does not mean that GB Fabrications has permanently waived that right.

42.2 Any waiver must be considered in the circumstances and, where appropriate, confirmed in writing.

43. GOVERNING LAW

43.1 These Terms and the contract between GB Fabrications and the Customer are governed by the laws of **England and Wales**.

43.2 Subject to any mandatory rights or jurisdictional protections applicable to Consumers, the courts of England and Wales will have jurisdiction over disputes arising from the contract.

44. CHANGES TO THESE TERMS

44.1 GB Fabrications may update these Terms for future quotations and orders.

44.2 The Terms applicable to an existing order will normally be those provided or incorporated into the contract when that order was accepted.

44.3 Any material variation to an existing contract must be agreed in accordance with the contract and applicable law.

45. CUSTOMER ACCEPTANCE

By signing an order, accepting a quotation, paying the required deposit or otherwise instructing GB Fabrications Ltd to proceed with the agreed work, the Customer confirms that:

- they have had the opportunity to read these Terms;
 - they understand the agreed specification;
 - they understand the agreed price and payment arrangements;
 - they have provided accurate information where they are responsible for doing so; and
 - they agree to the contract, subject to their statutory rights.
-