

These are the terms & conditions under which **Estimators Online Limited** supplies all prepaid services. No other terms & conditions will be accepted, nor will any other terms & conditions form any part of any contract with **Estimators Online Limited**.

### Definitions and Interpretations

1. In these conditions of sale **[Customer]** means the company, individual or other person to whom Estimators Online Limited supplies or has agreed to supply services. **[Company or Company's]** means Estimators Online Limited Registered Office Wellington House 39-41 Piccadilly House Manchester M1 1LQ Registered in England No.04915640
2. **[Service or Services]** means every, or where the context so requires, any item of whatsoever nature which the Customers buys or has agreed to buy from the Company under the contract to which the Conditions apply. **[Contract]** means the contract of the sale and supply of Services subject to these Conditions.
3. **[Liability]** means any liability in tort (including negligence), liability in contract and liability for breach of statutory duty, including liability in each and every case for consequential loss (including loss of profit) or damages of any kind howsoever caused or arising.
4. **[Drawings]** means all relevant project information and where applicable shall include existing and proposed floor plans, elevations, sections and specifications.
5. **[Working Day]** is understood to be the days of the week from Monday to Friday unless declared a public holiday or Bank Holiday by the UK government.
6. **[Order]** means the Company have received all relevant Drawings and full payment for the service requested.

### Services

7. Using Customers drawings, The Company provides a building estimating service for domestic developments and produces an estimate of the likely build costs involved in completing the work. The estimate will contain a comprehensive labour and material breakdown

together with a detailed materials summary and quantified schedule.

8. **Delivery:** When estimates are completed the customer will receive an email or text notification that the estimate is available to download from the Company's website.
9. **Information Requests:** During the estimating process, the Company may request further information, to allow the Company to complete the estimate. These requests in the first instance will be made by telephone, then followed up with another telephone call and or a text or email message. During the information request phase the job status will be changed from "pricing" to "information required". Which means depending on how long it takes the customer to respond, the Company may not be able to complete the job within a specified time. The Company reserves the right to cancel the Contract, if the Customer does not provide the information necessary to allow the Company to complete the service, within a reasonable timescale.
10. If there are conflicts with the information provided, like specifications detailed on drawings are different than on a separate list of specifications, the company will use the drawings as the primary source.
11. **Provisional Sums and PC Sums** Where these are evident in the project information, the estimator may add them into the estimate, the Company does not guarantee or accept responsibility it is the customers entire responsibility to ensure they have been entered correctly and checked prior to submitting a tender/quotation to their clients.
12. **Reviewing Service:** The Company provides a reviewing service. The Company can customise and amend items to the Customers specific requirements free of charge. Providing the footprint of the building hasn't changed and no new additional works are being introduced.
13. **Online Services:** The Company offers free Interactive Services on its website. Customers can amend estimates online. Functions include changing labour rates, materials pricing, key elements, contract duration, preliminaries,

equipment hire, contingency and profit margins. In addition, customers can add lump sums, PC sums & provisional sums to estimates and create/edit opening and closing notes to a client copy estimate. customers can download documents as PDF, WORD or EXCEL files.

### **Purchase, Price and Payment**

14. The Company agrees to provide Services to the Customer once the Customer provides sufficient relevant project information and payment in full for the requested service. The Company's acceptance of the Customer's order will take place when the Company [call OR write OR email] the Customer to accept it, at which point a contract will come into existence between the Company and the Customer. If the Company is unable to accept the Customer's order, the Company will inform the Customer of this and will not charge the Customer for the service. This might be because of unexpected limits on the Company's resources which the Company could not reasonably plan for, because the Company has identified an error in the price or description of the product or because the Company is unable to meet a delivery deadline the Customer has specified.
15. The Price shall be that on the Company's current price list, any price variation quoted in any agreement will be the Company price ruling at the date thereof.
16. The Company reserves the right to amend its price lists at any time without prior notice.
17. The Customer shall make all payments to the Company in pounds sterling.
18. The basic date of supply shall be the date the request was accepted by the Company. The actual tax point of sale shall be the date when the Service was completed. If for any reason the Customer cancels the order between these dates the Company reserves the right to charge the Customer the full order price if any part of the estimate has been processed.

### **Limitations**

19. The Company operates a paperless policy and therefore does not except paper service requests received by hand or by post. All requests must be submitted electronically either by email or by

using the upload facility on the company's website. All submitted documents must be in PDF format. The Company will reject enquiries that require it to extract documents from third party cloud-based storage systems.

20. **Documents received:** Service requests received after 16:00 (4pm) may not be processed until the following working day. In these instances, the date of acceptance will be the following working day.
21. **Estimates:** All building estimates produced by the Company are estimates and never intended to be fixed quotations. Accordingly, the Company does not guarantee or accept responsibility for any variation in the actual build cost of any project detailed by the drawings provided by the Customer and the estimate of that build cost provided by the Company.
22. The Company has no responsibility to the Customer other than to complete and return the estimate and to provide a free reviewing service. It is the responsibility of the Customer to make sure all information given to the Company are correct. If the Customer wishes to make a change to the service it has ordered it should contact the Company as soon as possible. The Company will let the Customer know if the change is possible and will let the Customer know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of the requested change.
23. The Company may need certain information from the Customer so that it can supply the services. The Company will contact the Customer to ask for this information. If the Customer does not give the Company this information within a reasonable time, or if the Customer gives incomplete or incorrect information, the Company may make an additional charge of a reasonable sum to compensate it for any extra work that is required as a result. The Company will not be responsible for supplying the services late or not supplying any part of them if this is caused by the Customer not providing the information it needs within a reasonable time.
24. The Customer acknowledges that any statement or representation made or given on The Company's behalf, any estimate of quantities needed, advice as to the suitability of any goods

for a particular purpose and any plan or measurement given by the Company is given for guidance only and without liability.

25. Any typographical error or clerical omission in any sales literature, estimate, price list or other document issued by the Company may be corrected without any liability.
26. **Third Parties:** Any information or data given in confidence, which may be exchanged by The Company and the customer insofar as it is not demonstrably public knowledge shall not be divulged to any third party and may only be used for the purposes of providing the service and not in any other connection whatsoever.
27. **Notices:** All notices to be given under the contract shall be given by email to the registered office or principle place of business of the party to be notified. Delivery is deemed to have been effected at the point of despatch. The Company accepts no liability for delay or non-delivery.
28. **Force Majeure:** The Company shall be entitled to cancel the contract or reduce the volume of service to be provided if it is prevented from providing the service through any circumstances beyond its control including (but not limited to) industrial action, war, fire or prohibition or enactment of any kind, and will not be liable for any loss or damage incurred whatsoever arising therefrom.
29. **Termination:** Without prejudice to any other remedies The Company may have against the Customer the Company may terminate the contract on notice to the Customer, upon the Customer becoming bankrupt or insolvent or upon a resolution to wind up the Customer being passed, or a receiver, administrative receiver or administrator being appointed.
30. **Improvements and Modifications:** The Company may make such improvements and modifications, as it deems necessary to the service without notice to the Customer from time to time.
31. **Delays:** If the Company's supply of the services is delayed by an event outside the Company's control then the Company will contact the Customer as soon as possible to let the Customer know and the Company will take steps to minimise the effect of the delay. Provided the Company does this it will not be liable for delays caused by the event.
32. **Entire Agreement:** Each Contract (together with any documents referred to therein) shall constitute the entire agreement and understanding between the parties in connection with its subject matter and supersedes and terminates all prior agreements, undertakings and arrangements (both written and oral) between the parties relating to subject matter of that Contract.
33. **Third Party Rights:** It is not the intention of The Company that any third party should have the benefit of a contractual relationship between The Company and the Customer.
34. **Limitation of Liability:** To the full extent allowed by Law, The Company excludes itself and its Merchant associates of any liability, whether based in contract or tort (including negligence), for incidental, consequential, indirect, special, or punitive damages of any kind, or for loss of revenue or profits, loss of business, loss of information or data, or other financial loss arising out of or in connection with the sale, use, performance, failure or interpretation of its service, even if the Company or its Merchant associates has been advised of the possibility of such damages, and limits its liability to a full refund of the purchase price paid, at the Company's option.
35. **Law and Jurisdiction:** These conditions are being governed by and construed in accordance with English law any proceedings brought by either party will initially be referred to arbitration and only in the circumstances where arbitration was to fail would proceedings then be issued in the High Court in Manchester.
36. **Assignment:** The customer shall not assign the contract or any part thereof, without prior written consent of the Company.
37. **Contact Us:** You can contact the Company by telephone 0161 286 8601
37. **VAT:** The company is registered for VAT under number 302-6178-32

