

18th July 2023

Minutes of the **General Purposes Committee Meeting** held on **Wednesday 28th June 2023 at 10.30am** at Stantonbury Parish Office, 126 Kingsfold, Bradville, Milton Keynes, MK13 7DX.

Minutes

01/23	Welcome and Introduction to General Purposes Committee meeting.	Actions
02/23	<p>Present: Cllr Kevin Smith Cllr Ann Ronaldson Cllr Paul Baxter Cllr Peter Kirkham</p> <p>Donna Moore – Clerk Tahnee Campbell – Staff</p>	
	Cllr Abid Anwar – Not present	
03/23	<p>Elect a Chair for the General Purposes Committee: Cllr Kirkham and Cllr Smith was nominated, vote was held by show of hand, and it was a split decision. Cllr Kirkham used the casting vote as previous Chair.</p> <p>3 votes for Cllr P Kirkham.</p> <p style="text-align: right;">Resolved</p>	DM
04/23	Apologies for Absence: None	
05/23	<p>Declarations of Interest: Under the Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012, made under s30 (3) of the Localism Act, members must declare any disclosable pecuniary interest which they may have in any of the items under consideration at this meeting, and any additional interests not previously declared. None</p>	
06/23	<p>Public Forum for members of the public to speak: Public participation at a meeting in accordance with standing order 3(e) shall not exceed (15) minutes unless directed by the Chair of the meeting. Each member of the public shall not speak for more than (3) minutes in accordance with standing order 3(g). 1 member of the public in meeting. No comments made.</p>	
07/23	Chair's Remarks: - None	
08/23	<p>Terms of Reference: Committee to discuss and adopt Terms of Reference. Chair asked the Committee to take to a vote to make recommendation to Full Council to adopt the Terms of Reference. Agreed 4 votes in favour.</p> <p style="text-align: right;">Agreed</p>	DM
09/23	<p>Minutes: To approve and sign the Minutes of the General Purposes Committee held on 14th December 2022.</p>	DM

Signature:..... Date:.....

	<p>Clerk explained the history with the minutes and why they have not been signed of yet. The Committee agreed to the minutes 4 votes for, as the present Committee members were at the meeting, but not as a committee member.</p> <p>Clerk to check with BALC for advice.</p>	
10/23	<p>Cleaner Cost Increase: Committee to acknowledge, with effect from 1st August, the rate will increase from £12.00 to £14.00. There has not been any increase since September 2020. Committee acknowledge - No comments.</p> <p style="text-align: right;">Agreed</p>	SE
11/23	<p>Asbestos Report: Committee to review Asbestos reports from Parish Ranger Supervisor and to discuss how they wish to proceed. Committee reviewed the reports: Community Hub – no Asbestos.</p> <p>Wylie Building – Asbestos present in the roof on the outside of the building and is needing some attention – Staff to arrange quotes.</p> <p>Parish Office – Report is incomplete the contractor was unable to check all rooms due to the height restriction, Committee requested to seek costs from different contractor to check if Asbestos is present in Chambers ceiling, Report does record Asbestos in boiler cupboard but is contained.</p> <p style="text-align: right;">Agreed.</p>	DO / KF
12/23	<p>Contracts: Committee to discuss contracts and to agreed how they wish to proceed.</p> <p>a) IT support – Committee agreed to focus on this Contract first, Clerk to check notice period, Clerk to send through draft tender documents to Cllr’s Ronaldson and Smith and arrange a meeting to discuss.</p> <p>b) Waste Management – Committee wished to check if we are still receiving reports and to review them. Ranger Supervisor to advise for next meeting.</p> <p>c) Enforcement Services – Committee wish to know how many convictions have been brought forward and review the reports and compare to the Ranger reports.</p>	<p>DM</p> <p>DO</p> <p>DO / DM</p>

Meeting closed 12:10pm

Signature:..... Date:.....

IT SUPPORT BRIEF

Stantonbury Parish Council is seeking an external partner to manage its IT infrastructure and hardware through implementation (where applicable), monitoring, and repair. The partner will also have the expertise, resource, and capacity to troubleshoot the Council's existing infrastructure and hardware to ensure it meets the Council's core goals of:

- maintaining operations
- value for money
- futureproofing

SCOPE

The partner will be required to deliver support to 7 employees and 13 councillors working remotely and across the parish council's 3 locations:

- Stantonbury Parish Council office, 126 Kingsfold, Bradville, Milton Keynes, MK13 7DX
- Community Hub, Mercers Drive, Bradville, Milton Keynes, MK13 7AY
- Wylie Building, Crispin Road, Bradville, Milton Keynes, MK13 7BS

The council's core operating hours are 8:30AM – 4:30PM (plus occasional evenings) Monday – Friday, excl. Bank Holidays.

CONTRACT

The partner will be contracted to deliver support for a period of 3 years from the date specified (1st February). This period will include two annual reviews of the partner's performance against the defined criteria of the Service Level Agreement, specifically response times. These being:

- **Critical Operational Issues:** Response within 30 minutes, followed by updates every 30 minutes until the issue is resolved (up to a maximum of 24 hours)
- **Non-Critical Operational Issues:** Response within 24 hours with a maximum repair time of 3 working days.

RESPONSIBILITIES

The partner will be responsible for the implementation (where applicable), monitoring, repair, and troubleshooting of the Council's:

- Computer & VDU hardware
- Communication systems & hardware, e.g., telephones.
- Software and associated licenses
- Network and associated hardware
- Internet access & stability
- Data Storage and Backups

The partner will also be responsible for:

- Communicating with third party providers to resolve issues.
- The security of the Council's IT infrastructure and hardware.

The transfer of the existing IT infrastructure and associated hardware from third party providers should be outlined and costed as a separate section within the submitted quote.

The proposal put forth by the partner will be subject to approval by the full Stantonbury Parish Council.

CONTACT

Donna Moore

Stantonbury Parish Council Clerk

donna.moore@stantonburyparishcouncil.org.uk

Quotes should be submitted within 21 days of receipt of this brief.

Wylie - Running Costs

Stantonbury Parish Council

Account	Actual to 31.03.20		Actual to 31.03.21		Actual to 31.03.22		Actual to 31.03.23		Budget 23/24
4630 Wylie Maintenance	£	880.16	£	393.19	£	79.98	£	79.60	£ 2,000.00
4635 Wylie Security and Fire Safety	£	908.85	£	673.11	£	1,066.74	£	983.85	£ 1,500.00
4636 Wylie Utilities	£	1,326.36	£	1,670.02	£	1,375.43	£	1,847.34	£ 2,500.00
4637 Wylie Rates	£	1,771.45	£	1,771.45	£	1,771.45	£	1,860.02	£ 2,100.00
Estimated General Sundries (cleaning products, refreshme	£	-	£	180.00	£	180.00	£	180.00	£ 180.00
Total	£	4,886.82	£	4,687.77	£	4,473.60	£	4,950.81	£ 8,280.00
Other Costs									
4975 (4605) Wylie redevelopment (Container etc)	£	-	£	2,404.49	£	5,191.14	£	-	£ -

Kerry work duties

Date	Project	KF Comments	DM Comments	Deadline	Next Meeting date with Donna
Jan-23	Speedwatch	All 15 requested location em'd to Lee Turnham (TVP) 25/8 to await authorisation.	Chase	September	21/08/2023
Feb-23	Clothes Bank	Astco clothes bank installed 9th March. Ongoing project as extra empties need to be organised. Usual empties are once a week.			
Aug-23	Chambers Ceiling Asbestos quotes	18.08.23 - Pending response from 3 quotation requests: Smart Asbestos Solutions/ LSJ Asbestos / TES Environmental Svs Ltd. Only response back from LSJ. 29.8.23-Also E'm'd-Boss Removals/Severn Asbestos Removals. Await response.			
Aug-23	Draft Office Risk Assessment	Pending draft comments by DO. Once rec'd KF to update in time for next Fin mtg - 1.11.23.		October	
Aug-23	Newsletter Meeting	Em'd Cllrs proposing new mtg date 6.8.23.		CPM 6.8.23	
Aug-23	MK Can	Em'd Cllrs to see if can get min 5 volunteers for it. Backing paper showing map and bullet point details in Com Proj folder on G:			
Jun-23	Skips	Bin info em'd to LM 22.8 in preparation for CPM 6/8 to discuss no. and location of skips for agreement at MM 20/9.		CPM 6.8.23	
Jul-23	Walshs Manor Play Park				
Jul-23	Bradville Play Park	At MM 19/7- Agreed investigate price for replacement slide using match funding. Permission to paint parks in our parish em sent to PS 23/8. Await response.			
Jul-23	Great Yarmouth Coach Trip	KF to arrange agreed 5th coach trip and offer to those on waiting list. Done.			
Jul-23	Wylie Roof	Option C (D Haynes Roofing) agreed choice. Company contacted and roof repairs carried out 18/08/23. Although NO warranty-will rectify if any repair issues. EM'd to DO to ask if works satisfactory or need to get them back. Queried roof payment. DM spoke and resolved. OK to receive payment 21.9.23 (with NO extra charges) as over £1k. CLOSED 29.8.23.			
Aug-23	Replacement for Queen's Portrait	DM requested update. KF Em'd Mike at Royal Images 21.8 and nothing 'official' yet but we are on list to be contacted when available. In the meantime keep Queen's portrait in place with ribbon. Forwarded DM response. 21.8.			
Aug-23	Play Parks Painting Permissions.	Permissions letter received 24/8. Em'd DM to ask how shall proceed.			

Tahnee Work duties

Date	Project	TC Comments	DM Comments	Deadline	Next Meeting date with Donna
Aug-23	CIF Application	To source the data for the MUGA		31st August	29/08/2023
Jul-23	SPC Property Registers	Employees/Councillors - to include fuel/bank cards & keys			
Jul-23	SPC IT Brief	Sent to IT Working Group / Awaiting feedback			
Aug-23	COF Application	Liaise with DO to gather data for Solar Panels			
Aug-23	UKSP Fund Adult Ed. Classes	Assist with organising/advertising program			
Aug-23	Employee Handbook	Simplify existing handbook & identify gaps			
Aug-23	Councillor TOR Pack	Combine all finalised committee TORs for councillors			
Aug-23	Building Inspection Template	Simple template to evaluate interior & exterior of SPC buildings			

Description	Serial Number	Last serviced	Next Service Due Date	Company	Comments
Honda Hedge Cutter 4 Stroke	UTBJ-1129649	05/04/2023	05/04/2024	Alan Hickman Fenny Stratford	
Hyundi Multi tool engine	201604HYMT50800880	05/04/2023	05/04/2024	Alan Hickman Fenny Stratford	
Hyundi Multi tool hedgetrimmer head	TT16030508	05/04/2023	05/04/2024	Alan Hickman Fenny Stratford	
Hyundi Multi tool Strimmer head	N/A	05/04/2023	05/04/2024	Alan Hickman fenny Stratford	
Hyundi Multi tool Polesaw head	TT-16030736	05/04/2023	05/04/2024	Alan Hickman fenny Stratford	
Honda Lawn Mower	HRB425CTOXE	05/04/2023	05/04/2024	Alan Hickman fenny Stratford	
Mount Field	CP15345	05/04/2023	05/04/2024	Alan Hickman fenny Stratford	
STHIL Multi tool engine KM131R	418-011-5322	05/04/2023	05/04/2024	George Brown Leighton Buzzard	
STHIL Multi tool blower head	no numbers	05/04/2023	05/04/2024	George Brown Leighton Buzzard	
STHIL Multi tool hedge cutter unit	HL-KM145	05/04/2023	05/04/2024	George Brown Leighton Buzzard	
STHIL Multi tool strimmer head	AL41806410304A	05/04/2023	05/04/2024	George Brown Leighton Buzzard	
STHIL Chainsaw MS181C	517179118	05/04/2023	05/04/2024	George Brown Leighton Buzzard	
STHIL Leaf Blower / Mulcher	190704763	05/04/2023	05/04/2024	George Brown Leighton Buzzard	

Location	Description	Last Inspected	Next Inspection Due Date	Company	Comments
Kingsfold	Shutters	15/02/2023	15/02/2024	Stanair	
Wylie	Shutters	00/01/1900	31/12/1900		LOOK INTO ADDING IN A SERVICE
Kingsfold	Gas Boiler	01/08/2022	01/08/2023	none atm	NEED TO FIND A NEW COMPANY! Possibly Macfarlane?
The Community Hub	Gas Boiler	22/11/2022	22/11/2023	Macfarlane Gas & Heating	
Wylie	Water Boiler	00/01/1900	31/12/1900		LOOK INTO ADDING IN A SERVICE
Kingsfold	Fire Services	01/08/2022	01/08/2023	Smiths Fire	
Wylie	Fire Services	01/08/2022	01/08/2023	Smiths Fire	
The Community Hub	Fire Services	01/08/2022	01/08/2023	Smiths Fire	
Kingsfold	PAT Testing	01/03/2023	01/03/2024	Janus Safety Solutions	
Wylie	PAT Testing	01/03/2023	01/03/2024	Janus Safety Solutions	
The Community Hub	PAT Testing	01/03/2023	01/03/2024	Janus Safety Solutions	

Location	Description	Last Inspected	Next Inspection Due Date	Company	Comments
Kingsfold	Boiler Room	19/05/2023	19/05/2024	Your Asbestos Consultants	
Wylie	Both sides of roof	19/05/2023	19/05/2024	Your Asbestos Consultants	
The Community Hub		N/A	N/A	Your Asbestos Consultants	NO ASBESTOS - SEE ASBESTOS FILE FOR REPORT

Type	Description	Reg Number	Last serviced	Next Service Due Date	Company	Comments
Toyota	MOT	YN70 HSJ	20/12/2022	20/12/2023	Steven Eagle	
Toyota	Service	YN70 HSJ	16/05/2023	16/05/2024	Steven Eagle	
Toyota	Tax	YN70 HSJ	01/01/2024	01/01/2025	DVLA	First tax Due 01/01/24 as new vehicle
NISSAN	MOT	BN15 YJX	30/11/2022	30/11/2023	Glyn Hopkins	
NISSAN	Service	BN15 YJX	30/11/2022	30/11/2023	Glyn Hopkins	
NISSAN	Tax	BN15 YJX	01/06/2022	01/06/2023	DVLA	
				31/12/1900		
				31/12/1900		
				31/12/1900		

BUILDING INSPECTION: The Community Hub



The Community Hub
 Mercers Drive
 Bradville
 Milton Keynes, MK13 7AY

Main rectangular structure built: Circa. 1970s.
Rear extension built: Unknown.
Pitched roof & steel structure built: 1999.
MUGA refurbished: 2017.

DATE OF INSPECTION:

CONDUCTED BY:

Name:

Position:

FRONT ELEVATION

FEATURE	OVERALL CONDITION			REPAIRS <i>(Please give brief details of any repairs which require attention)</i>	URGENCY OF REPAIRS		
	POOR	SATISFACTORY	GOOD		IMMEDIATE <i>(within 3 months)</i>	SHORT TERM <i>(6 – 12 months)</i>	LONG TERM <i>(1 - 3 years)</i>
DOORS							
PAVING							
PILLARS							
WALLS							
WINDOWS							

LEFT ELEVATION

FEATURE	OVERALL CONDITION			REPAIRS <i>(Please give brief details of any repairs which require attention)</i>	URGENCY OF REPAIRS		
	POOR	SATISFACTORY	GOOD		IMMEDIATE <i>(within 3 months)</i>	SHORT TERM <i>(6 – 12 months)</i>	LONG TERM <i>(1 - 3 years)</i>
DOORS							
WALLS							
WINDOWS							

RIGHT ELEVATION

FEATURE	OVERALL CONDITION			REPAIRS <i>(Please give brief details of any repairs which require attention)</i>	URGENCY OF REPAIRS		
	POOR	SATISFACTORY	GOOD		IMMEDIATE <i>(within 3 months)</i>	SHORT TERM <i>(6 – 12 months)</i>	LONG TERM <i>(1 - 3 years)</i>
DOORS							
PAVING							
WALLS							
WINDOWS							

REAR ELEVATION

FEATURE	OVERALL CONDITION			REPAIRS <i>(Please give brief details of any repairs which require attention)</i>	URGENCY OF REPAIRS		
	POOR	SATISFACTORY	GOOD		IMMEDIATE <i>(within 3 months)</i>	SHORT TERM <i>(6 – 12 months)</i>	LONG TERM <i>(1 - 3 years)</i>
DOORS							
PAVING							
WALLS							
WINDOWS							

BUILDING INSPECTION: The Community Hub



The Community Hub
 Mercers Drive
 Bradville
 Milton Keynes, MK13 7AY

Main rectangular structure built: Circa. 1970s.
Rear extension built: Unknown.
Pitched roof & steel structure built: 1999.
MUGA refurbished: 2017.

DATE OF INSPECTION:

CONDUCTED BY:

Name:

Position:

INTERNAL ROOMS

ROOM	OVERALL CONDITION (✓)			REPAIRS <i>(Please give brief details of any repairs which require attention)</i>	URGENCY OF REPAIRS (✓)		
	POOR	SATISFACTORY	GOOD		IMMEDIATE <i>(within 3 months)</i>	SHORT TERM <i>(6 – 12 months)</i>	LONG TERM <i>(1 - 3 years)</i>
ENTRANCE							
RECEPTION							
TOILETS (M)							
TOILETS (F)							
TOILETS (D)							
MAIN HALL							
KITCHEN							
BOILER ROOM							
OFFICE							

BUILDING INSPECTION: The Community Hub



The Community Hub
 Mercers Drive
 Bradville
 Milton Keynes, MK13 7AY

Main rectangular structure built: Circa. 1970s.
Rear extension built: Unknown.
Pitched roof & steel structure built: 1999.
MUGA refurbished: 2017.

DATE OF INSPECTION:

CONDUCTED BY:

Name:

Position:

ROOF

FEATURE	OVERALL CONDITION			REPAIRS <i>(Please give brief details of any repairs which require attention)</i>	URGENCY OF REPAIRS		
	POOR	SATISFACTORY	GOOD		IMMEDIATE <i>(within 3 months)</i>	SHORT TERM <i>(6 – 12 months)</i>	LONG TERM <i>(1 - 3 years)</i>
FRONT							
LEFT							
RIGHT							
REAR							

PHOTOGRAPHS

Please reply to:
11 Blundells Road
Bradville
Milton Keynes MK13 7HA
Tel: 01908 222070
Fax: 01908 222621



Head Office:
Unit 2, Henson Way,
Telford Way Industrial Estate,
Kettering, NN16 8PX
Tel: (01536) 482187
Fax: (01536) 411799

E-Mail: mkadmin@stanair.co.uk
Website: www.stanair.co.uk

REF: KP/LC

CLIENT NAME: STANTONBURY PARISH COUNCIL

CONTACT NAME: David Outram

ADDRESS: Wylie Building, Crispin Road, Bradville, Milton Keynes

POSTCODE: MK13 7BS

TEL NO: 01908 227201

By e mail to: david.outram@stantonburyparishcouncil.org.uk

Under current Health and Safety regulations, all mechanical and electrical equipment should be regularly serviced and certified as being so. We, therefore, offer the following:-

SERVICE AGREEMENT NO: 106880

LOCATION: Above Address

1. In consideration of the payment of **£300.00, each visit (excluding VAT)**, we agree to service the equipment listed overleaf.
2. The service to be carried out **once per annum**. All equipment to be serviced during one visit.
3. On completion of the Service, a service certificate or report will be submitted.
4. It is clearly understood that the equipment is in good operating condition at the date of this Agreement. If, at the time of a visit, it is found that replacement parts are required, a Quotation will be forwarded for your approval.
5. We agree to carry out the specified number of visits each contract year at which time we shall inspect, lubricate and adjust the installation. Visits will be made during normal working hours and, should the service be required outside such hours, an appropriate charge will be rendered.
6. Our liability ceases if the installation is repaired or interfered with by any persons other than the Company's Authorised Representative.
7. Rates may be subject to change at the start of a new Invoicing period if so determined by changing conditions and will be notified, in writing.
8. This Agreement is subject to the Terms and Conditions attached and is to remain in force until either party gives three months written notice of cancellation.
9. An Invoice will be sent following the Service being carried out

PLEASE SIGN AND RETURN, IF ACCEPTABLE.

For: Stanair Industrial Door Services Ltd:-

For User:- Stantonbury Parish Council

AUTHORITY/ORDER NO:

Signed: Kyle Pilcher

Signed:

Print: Kyle Pilcher

Print:

Date: 22/08/2023

Date:

BRIEF DETAILS OF EQUIPMENT

QTY	LOCATION	OPERATION	TYPE	SIZE
1	Front door	TBC	Roller shutter door	
1	Front window R/H	TBC	Roller shutter door	
1	Front window L/H	TBC	Roller shutter door	

WORK COVERED BY THIS AGREEMENT - SEE ATTACHED CHECK SHEET(S) WHICH CONFORM TO LPS 1197

24-HOUR EMERGENCY SERVICE

MILTON KEYNES(01908) 222070
KETTERING (01536) 482187

PETERBOROUGH (01733) 567737
RUGBY (01788) 568888

Stanair Terms and Conditions of Contract

for a period of time up to 1 calendar month and then invoice material costs involved to the Customer.

1. GENERAL

The following terms are the standard Terms of Contract of the Company and are incorporated in all contracts and any person (hereafter "The Customer") seeking to be supplied with goods or services by the Company accepts these terms alone shall govern any contract unless a written variation has been signed in accordance with the provisions of clause 7 hereby and they shall apply to all additions and modifications to any contract.

2. REFUSAL OF ORDER

The Company reserves the right at its sole discretion to accept or refuse any order placed by the Customer on the basis of quotations issued and in that event the Company shall be under no liability whatsoever.

3. PRICE

- a) Save as set out herein the price shall be the price contained in the Company's quotation.
- b) All prices quoted are valid for 30 days only or until earlier acceptance by the Customer.
- c) The Company reserves the right by giving notice to the Customer before delivery to increase the price to reflect any increase in the cost to the Company which is due to any factor beyond the Company's control.
- d) The price is exclusive of any applicable Value Added Tax which the Customer shall be additionally liable to pay.
- e) Where the price includes installation, it is based upon free and uninterrupted access to and possession of fully prepared working areas being made available to the Company during normal working hours. In the event that such access and possession are not made available, or that the working areas are not duly prepared to the Company's requirements for the immediate installation of the goods, without prejudice to any other right the Company may have the Company shall at its sole discretion be entitled to vary the price accordingly.

4. PAYMENTS

- a) Unless otherwise agreed in writing by the Company the Company shall be entitled to invoice the Customer on or at any time after delivery of the goods; if the Customer wrongfully fails to take delivery the Company shall be entitled to invoice the Customer at any time after the Company has tendered delivery.
- b) Payment shall be made within 30 days of receipt of the Company's invoice or invoices without discount or other deduction.
Should the Customer default in payment for whatever reason on the due date of any sum without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:-
 - i) cancel the contract or suspend any further deliveries;
 - ii) appropriate any payment made by the Customer to such of the goods as the Company may decide;
 - iii) charge the Customer interest both before and after Judgement on the amount unpaid at the rate of 3% above the Bank of England minimum lending rate until payment in full is made.

5. TIME FOR DELIVERY

- a) Any dates stated or agreed by the Company for delivery, despatch or completion either in its quotation or by any other means are not of the essence either as to supply or as to installation. Such dates are approximate only and if the delivery, despatch or completion is not made for any reason whatsoever at the rate so stated the Company shall not be liable for any loss or damage whatsoever sustained by the Customer by reason thereof.
- b) In the event that new parts are manufactured for the customer who is then unable to take delivery of the goods forthwith, the Company will store the goods

6. DELIVERY AND RISK

- a) Unless otherwise stated in the Company's quotation the cost of delivery from the Company's works to the place for delivery stated in such quotation is included in the price, it shall be the responsibility of the Customer at his own cost to provide adequate dry and secure storage of the goods. All risks in the goods shall pass to the Customer upon completion of unloading.

7. VARIATION OF TERMS

No variation of these terms or of any quotation or of any contract shall be valid unless agreed to in writing and signed by a Director.

8. SCAFFOLDING

Scaffolding and ladders will be supplied by the Company without any extra charge to the Customer unless otherwise stated.

9. PROPERTY

Property in the goods shall not pass to the Customer until the same have been paid for, or in the case of the Company accepting tender of a cheque bill of exchange or promissory note, until the same has been honoured.

10. QUALITY AND CONDITION OF GOODS

- a) Subject to the conditions set out below the Company warrants that the goods (will correspond with their specification at the time of delivery and) will be free from defects in material and workmanship for a period of (12) months from the (date of their initial use or (12) months from) delivery (whichever is the first to expire) after which the Company shall be under no further liability in respect of the goods or any work carried out.
- b) The above warranty is subject to the following conditions:-
 - i) The Company shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the Customer or any one on its behalf.
 - ii) The Company shall be under no liability in respect of any defect arising for fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Company's instructions whether oral or in writing, misuse or alteration or repair of goods with out the Company's prior written approval.
 - iii) The Company shall be under no liability under the above warranty condition or guarantee if the total price for the goods has not been paid by the due date for payment.
- c) Subject as is expressly provided in these conditions and except where the goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded.

11. LIABILITY

- a) Any liability the Company may be under pursuant to the above warranty shall be limited to the repair or replacement of goods, parts or materials which the Company is liable to replace by reason or defects in materials or workmanship and shall be limited to a total cost not exceeding the price.
- b) Without prejudice to the foregoing, if called upon to do so by the Customer in writing, the Company shall use its best endeavours to assign to the Customer the benefit of any warranty guarantee indemnity claim privilege or other right which the Company may have in regard to the manufacturers of suppliers of any goods, parts or materials not manufactured by the Company and relating to the quality or condition of such goods, parts or materials.

- c) The customer shall indemnify the Company against any claims or demands by any third parties using equipment installed, repaired or modified by the Company unless it can be shown that the Company is at fault for any incident occurred.
- d) Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer for any consequential loss or damage (whether loss of profit or otherwise), costs, expenses, or other claims for consequential compensation whatsoever which arise in connection with the supply of the goods use or condition.
- e) Where goods are sold under a consumer transaction as defined by the Consumer Transactions (Restriction On Statements Order 1976) the statutory rights of the Customer are not affected by these conditions.

12. IMPOSSIBILITY OF PERFORMANCE

The Company shall be entitled by written notice to the Customer to cancel any contract concluded between the Company and the Customer should the Company be hindered or prevented by any cause beyond its reasonable control from performing the same, including a cause which renders performance commercially difficult or expensive.

13. SUB-CONTRACTING

The Company would never sub-contract in the area of its expertise, however from time to time specialists are required (e.g. structural engineer) who would be employed accordingly.

INSOLVENCY OF CUSTOMER:-

- a) The Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a Company) goes into liquidation; or
- b) An encumbrancer takes possession, or receiver is appointed, of any of the property or assets of the Customer; or
- c) The Customer ceases, or threatens to cease, to carry on business; or
- d) The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
Then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement or the contrary.

14. RISK AND PROPERTY

The goods shall be at the Customers risk as from delivery. Despite delivery having been made property in the goods shall not pass from the Company until;

- a) The Customer shall have paid the price plus V.A.T. in full; and
- b) No further sums whatever shall be due from the Customers to the Company.

Until property passes to the Customers the Customer shall hold the goods as the Company's fiduciary agent and bailee and shall keep the goods property stored, insured and protected and identified as the Company's property and shall not use or resell the goods and shall upon request return the goods to the Company or allow the Company to enter and collect the goods from wherever they are stored.

15. FRESH INSTRUCTIONS

The Customer may, prior to despatch of the goods or any part thereof from the manufacturer but in good time to enable the manufacturer to withhold such despatch, give notice in writing to the Company requesting that the goods shall be altered to meet the Customer's requirements or that other or new arrangements be made as to the place of delivery of the goods. The Company shall use its best endeavours to comply with any such reasonable request, provided always that in complying with any such request the Company shall be entitled to vary times and to vary the price accordingly, as well as

to impose such other conditions as the Company at its sole discretion may reasonably require.

16. RESALE

Since the goods are manufactured to fulfil the Customers particular requirement, in the event that the Customer does not fulfil his obligations hereunder, the Company may be unable to re-sell the goods or any part thereof at better than scrap value and for the purpose of calculating the Company's damages, the Company shall owe no duty to seek to re-sell the same at better than scrap value by way of mitigation of damage.

17. TERMINATION

The Company may without incurring further liability terminate the Contract by written notice, if in its reasonable opinion the Purchaser is unable to make payment in accordance with the terms hereof. Without prejudice to any other right which the Company may have, upon such termination, the Company shall be entitled to receive payment on a quantum merit basis in respect of work completed or in progress at the date of termination.