LUDEX
Fabrication & Welding

Ludex Fabrications & Welding Services Ltd
Steel fabrication • Welding • Shot blasting • Powder coating • Site installation
Rear of 289 Bentley Road, Blackwell Works, Bentley, Doncaster DN5 9TG
Mobile: 07940 217180 | info@ludex.co.uk | www.ludex.co.uk

TERMS AND CONDITIONS OF BUSINESS

Steel fabrication, welding, shot blasting, powder coating and site installation

Please read these terms carefully before accepting our quotation. These terms apply to every quotation, order and job, whether or not a copy is attached to your quotation, and by accepting a quotation or instructing us you accept them. The current version is always available at www.ludex.co.uk/terms, or we can send you a copy on request. Key points: (1) our quotations are valid for 7 days; (2) payment in full is required, and must have cleared, before we order materials or start any work (approved trade accounts: 30 days from invoice); (3) our usual lead time is 4–6 weeks, which is an estimate; (4) we work to a tolerance of ±10 mm; (5) we give a 3-month workmanship warranty; **(6) finished work must be collected (or delivery or installation accepted) within 7 days after we tell you it is ready. After that, it is stored at your risk and we charge storage of £50 per week (or part week), plus VAT for Trade Customers. The same applies if your job is held up for more than 7 days while we wait for materials, information or access from you. Bare or primed-only steel left outside will rust naturally (see clause 10).** (7) A priority service to move your job up the queue is available for an agreed extra charge, payable only if we meet the agreed priority date (clause 7.6). If you are a Consumer (a domestic customer), you have legal rights that these terms do not affect, including the right to cancel described in clause 15.

1. ABOUT US AND THESE TERMS

1.1 **Who we are.** We are Ludex Fabrications & Welding Services Ltd, a company registered in England and Wales under company number 14269483. Our registered office is Belmont House, 75 Church Street, Bentley, Doncaster DN5 0BE and our workshop is at Rear of 289 Bentley Road, Blackwell Works, Bentley, Doncaster DN5 9TG. In these terms "we", "us" and "our" mean Ludex Fabrications & Welding Services Ltd.

1.2 **How to contact us.** You can contact us by email at info@ludex.co.uk or by phone on 07940 217180. Our office hours are Monday to Friday, 08:00 to 16:00 (excluding bank holidays). Calls and messages received outside these hours will be answered on the next working day.

1.3 **Who these terms apply to.** "You" means the person or business who accepts our quotation. In these terms:

(a) a "Consumer" is an individual acting wholly or mainly for purposes outside their trade, business, craft or profession (for example, a homeowner ordering gates or railings for their home); and

(b) a "Trade Customer" is anyone who is not a Consumer, including businesses, contractors, sole traders and landlords acting in the course of business.

1.4 **Consumer and trade clauses.** Some clauses apply only to Consumers or only to Trade Customers, and say so. All other clauses apply to everyone.

1.5 **Definitions.** "Works" means the goods we make or supply (including fabrication, welding, shot blasting and powder coating) and any services we provide (including delivery and site installation), as described in our quotation. "Contract Price" means the total price for the Works shown in our quotation, as adjusted under clause 6.

1.6 **Consumers' statutory rights.** If you are a Consumer, nothing in these terms affects your legal rights under the Consumer Rights Act 2015 or other consumer protection law. For more information, contact Citizens Advice (www.citizensadvice.org.uk, 0808 223 1133).

1.7 **Entire agreement.** These terms, together with our quotation, form the whole agreement between us. If you are a Trade Customer, they apply instead of any terms in your purchase order or other documents. If our quotation and these terms conflict, the quotation takes priority.

1.8 **When these terms apply.** These terms apply to every quotation, order and job, whether or not a copy is attached to your quotation. By accepting our quotation, or by instructing us to carry out the Works, you

accept these terms. The current version is always available at www.ludex.co.uk/terms, or we can send you a copy on request.

2. QUOTATIONS AND HOW THE CONTRACT IS FORMED

2.1 **Validity.** Our quotations are valid for 7 days from the date shown on them. After that, prices and lead times may change, and we may issue a revised quotation.

2.2 **Basis of our quotation.** Our quotation is based on the information, drawings, measurements and photographs available to us when it is prepared. If that information turns out to be wrong or incomplete, or site conditions differ from what we were told or could reasonably have seen, we may need to revise the price or timescale. We will explain any change, and you may choose not to proceed (see clause 6).

2.3 **Acceptance.** A contract is formed when you accept our quotation (in writing, including by email) and we confirm the order in writing. We will not start work, order materials or book an installation date until payment has cleared under clause 3 or, for an approved trade account, until we have confirmed your order.

2.4 **Standard finish.** Unless our quotation says otherwise, powder coating is quoted in our standard finish of black gloss.

2.5 **VAT.** Prices for Consumers include VAT. Prices for Trade Customers are shown excluding VAT, which will be added at the applicable rate.

3. PAYMENT

3.1 **Payment in full in advance.** Unless you pay through finance under clause 3.4 or have an approved trade account under clause 3.6, the full Contract Price (100%) is payable when you accept our quotation. Payment must have cleared before we order any materials, start any fabrication or other work, or book any delivery or installation date.

3.2 **When the lead time starts.** Our quoted lead time (clause 7) runs from the date your payment clears, not from the date you accept the quotation. Where you pay by finance, it runs from the date the funds are paid or confirmed under clause 3.4. For an approved trade account, it runs from the date we confirm your order.

3.3 **How to pay.** Payment can be made in cash, by bank transfer to the account shown on our invoice, or by debit or credit card. We will give a receipt for every cash payment. We will never change our bank details by email. If you receive a message saying our bank details have changed, please phone us on 07940 217180 before paying.

3.4 **Finance.** Finance may be available for some jobs through a third-party finance provider, subject to the provider's approval and its own terms and conditions. We are not the lender, and any finance agreement is between you and the provider. Where you pay by finance, we will not order materials or start work until the provider has paid us in full or confirmed the funds to us in writing. If finance is declined or withdrawn, payment in full is due under clause 3.1 before we go ahead.

3.5 **Extras and other charges.** Any extra work or variations must be paid for under clause 6 before that extra work goes ahead. Any other sum due to us (for example, storage charges under clause 10) is payable within 7 days of our invoice.

3.6 **Trade accounts.** We may offer a trade account to a company or other Trade Customer, at our sole discretion and subject to satisfactory credit checks and references. For approved trade accounts, invoices are payable within 30 days from the date of invoice. We may set a credit limit for the account, and we may change that limit, suspend the account, or withdraw it and require payment in advance, at any time by giving written notice. Late payment on a trade account is subject to clause 3.7, including interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998.

3.7 **Late payment.** If you do not pay any sum on time, we may do any of the following, in addition to our other rights, without being liable to you for doing so:

(a) suspend the Works, or any extra work, until payment is received in full, with the timescale extended to match;

(b) withhold delivery, collection or installation of the Works;

(c) if you are a Trade Customer, charge interest and fixed compensation under the Late Payment of Commercial Debts (Interest) Act 1998, currently interest at 8% a year above the Bank of England base rate plus a fixed sum of £40, £70 or £100 depending on the size of the debt, together with any further reasonable costs of recovery; and

(d) if you are a Consumer, charge interest on the overdue amount at 4% a year above the Bank of England base rate from time to time, calculated daily from the due date until payment, and recover our reasonable costs of collecting the debt, such as court fees. We will always write to you before taking any recovery action.

3.8 **No set-off (Trade Customers).** Trade Customers must pay all sums due in full, without any deduction, set-off or counterclaim.

4. DRAWINGS, MEASUREMENTS AND INFORMATION YOU PROVIDE

4.1 **Your information.** Where you provide drawings, dimensions, specifications or other design information, you are responsible for making sure it is accurate, complete and suitable for its purpose. We will make the Works to the information you give us. We are not responsible for mistakes in it, or for the cost of correcting Works made to it, unless we should reasonably have spotted the mistake using reasonable skill and care.

4.2 **Our measurements and designs.** Where we take the measurements or prepare the design, we are responsible for their accuracy. We will ask you to approve any drawing or design before we start. Once you have approved it, changes are treated as variations under clause 6.

4.3 **Tolerances.** We fabricate to a tolerance of ±10 mm on all dimensions unless our quotation says otherwise. Works within this tolerance are within the contract and are not defective.

4.4 **Pre-fitting.** Where the job allows, we will pre-fit the Works before finishing to check that they fit correctly and that the design is right. Once that is confirmed, the Works will go for finishing (such as shot blasting and powder coating).

4.5 **Materials and items you supply.** Where you supply your own steel, parts or items for us to work on, blast or coat, you confirm that you own them or have the owner's permission, and that they are suitable for the process. You must deliver them on the date we agree. Clause 10.4 explains what happens if they, or any information or access we need from you, are late.

4.6 **Design responsibility.** We fabricate and install to the drawings and specification provided by you or your engineer, architect or designer. Unless we have expressly agreed in writing to carry out the design, we are not responsible for structural design, calculations, load capacity, or the suitability of the design for its intended use. Any design advice or suggestions we give are general guidance only, unless we confirm them in writing as part of the contract. Where the Works are structural or load-bearing (for example, beams, columns, balconies, staircases or balustrades), you are responsible for getting advice from a qualified structural engineer where needed.

4.7 **Free-issue materials.** Where you supply steel, parts or other materials for us to use ("free-issue materials"), you are responsible for their grade, certification, traceability, quantity and suitability for the Works. We are not liable for defects in free-issue materials or for any failure of the Works caused by them. Delays caused by late or short supply are dealt with under clauses 7.3 and 10.4.

4.8 **Hazardous items you supply.** Before handing any items to us, you must tell us if they contain or are contaminated with anything hazardous, such as lead paint, asbestos, fuel, oil or chemicals, or if they include pressure vessels or sealed cavities. We may refuse such items, or charge for handling and disposing of the hazardous material safely. We will tell you the price first.

4.9 **Undeclared hazards.** You are responsible for the consequences of any hazard you fail to declare under clause 4.8:

(a) if you are a Trade Customer, you will indemnify us against all losses, damage, costs (including reasonable legal costs), claims and liabilities arising from it, including damage to our equipment and premises, the cost of safe handling and disposal, and any injury to our staff or others; and

(b) if you are a Consumer, you will be responsible for any loss or damage we suffer that is a foreseeable result of your failure to tell us about a hazard that you knew about, or ought reasonably to have known about.

5. OUR RESPONSIBILITIES

5.1 **Standard of work.** We will carry out the Works with reasonable care and skill, using materials of satisfactory quality, and substantially in line with the quotation and any approved drawings.

5.2 **Fabrication finish.** Although we make every effort to remove weld spatter and grinding marks, minor traces may still be visible on close inspection. These are a normal feature of fabricated steelwork and are not a defect, as long as they do not affect the strength, function or overall appearance of the Works when viewed normally.

5.3 **Subcontractors and suppliers.** We may subcontract all or part of the Works (for example, blasting or coating) to carefully selected subcontractors. We remain responsible to you for any subcontracted work as if we had carried it out ourselves. We also rely on third-party suppliers for materials. We are not responsible for delays by suppliers or subcontractors that are outside our reasonable control, but we will keep you updated and tell you as soon as we can if your timescale changes.

5.4 **Uncoated steel.** Bare, uncoated or primed-only steel naturally develops surface rust when exposed to air and moisture, sometimes within days. Rust on steel that we have not coated or finished under the contract, or on items that you store or that we store at your risk under clause 10, is not a defect in our workmanship. Where steel is supplied uncoated or primed only, protecting and finishing it is your responsibility unless our quotation says otherwise.

6. CHANGES AND EXTRA WORK (VARIATIONS)

6.1 **Changes you request.** If you would like to change the Works after accepting our quotation, please ask by email to info@ludex.co.uk. We will confirm in writing whether we can make the change and quote any change to the price and timescale.

6.2 **Agreeing a variation.** A variation is only agreed once you have accepted our written variation quote. Any extra cost must be paid, and must have cleared, before we carry out that extra work, unless you have an approved trade account, in which case it will be invoiced under clause 3.6. Changes will usually extend the original timescale.

6.3 **Unforeseen changes.** If a change is needed because of something we could not reasonably have known about (for example, undisclosed underground services or site conditions that differ from what we were told), we will explain why and quote the cost before going ahead. If you are a Consumer and the change would significantly increase the price, you may choose to end the contract, and we will refund what you have paid less the reasonable costs we have already incurred.

6.4 **Minor changes.** We may make minor changes needed to comply with the law or safety requirements, or to deal with a change in materials, as long as they do not change the price or noticeably change the appearance or performance of the Works.

7. LEAD TIMES AND TIMESCALES

7.1 **Estimated lead time.** Our current turnaround is usually 4–6 weeks from the start date set out in clause 3.2. This is a good-faith estimate, not a guaranteed date, and time is not of the essence. If we can finish sooner, we will.

7.2 **Our schedule.** We are a small team, and our schedule can be affected by staff sickness, annual leave, weather (particularly for site installation), supplier lead times and other events outside our control. We

will keep you informed of any delay and agree a new date with you. We ask for your understanding when this happens.

7.3 **Delays caused by you.** If you cause a delay (for example, by supplying materials, parts, information, approvals or access late), the lead time is extended by the length of that delay, plus any extra time we reasonably need to reschedule the job (see clause 10.4).

7.4 **Consumers and long delays.** If you are a Consumer and we are significantly delayed for reasons within our control, you may give us a reasonable further deadline in writing. If we miss it, you may end the contract and we will refund any payment for Works not provided.

7.5 **Appointments and queries.** All appointments, changes and queries should be made by email to info@ludex.co.uk so there is a clear record.

7.6 **Priority service.** Standard jobs are scheduled in the order in which they are confirmed (and, where payment in advance applies, paid for). If you need your Works sooner, you may ask for a priority (express) service to move your job up the queue. If we can offer it, we will quote a priority premium and a priority completion date for that job. Both must be agreed in writing (email is fine) before the priority service applies. The premium is payable only if we meet the agreed priority date. If we do not, we will not charge it or, if you have already paid it, we will refund it in full. Choosing the priority service does not change any other part of these terms. It is separate from the early-start request in Schedule 2, which simply lets work begin during the cancellation period and carries no extra charge.

8. SITE INSTALLATION

8.1 **Attendance.** An adult aged 18 or over must be present at the property for the whole installation, to give us access and agree the final position of the Works.

8.2 **Your responsibilities.** You must:

(a) give us safe, clear and reasonable access to the site, including suitable parking or unloading space, on the agreed date;

(b) provide access to electricity where we have told you it is needed;

(c) obtain the permissions and consents described in clause 8.7; and

(d) move vehicles, furniture, plants and other items away from the working area before we arrive.

8.3 **Underground and hidden services.** Before work starts, you must tell us about any underground or hidden services (such as gas, water, electricity, drainage and data cables) in or near the working area, and give us any drawings you have of them. If services are found that were not disclosed, we may need to find an alternative method or position, which may cost extra under clause 6. We are not liable for damage to services that were not disclosed to us and that we could not reasonably have detected, unless we failed to use reasonable care and skill.

8.4 **Fixing into masonry.** Drilling into brick, block, stone or concrete can sometimes cause minor chipping or blow-out (spalling) around fixings, especially in older or softer materials. We will take reasonable care to keep this to a minimum and make good where reasonably possible, but we are not liable for minor spalling that happens despite our reasonable care.

8.5 **Gaps.** Where applicable, gaps between the Works and adjoining structures will be plated or sealed.

8.6 **Wasted visits.** If we cannot carry out the installation on the agreed date because of something you are responsible for (for example, no adult present, no access, or the site not ready or not safe), we may charge a wasted-visit fee of £100 plus VAT (£120 including VAT for Consumers) for each wasted visit, and rebook the installation for the next available date.

8.7 **Planning, Building Regulations and party wall.** You must obtain any permissions and consents needed for the Works before work starts, unless we have agreed in writing to obtain them. These include planning permission, Building Regulations approval (including any Building Control notices, inspections and completion sign-off), party wall agreements, listed building or conservation area consent, and any

consent needed from a landlord, freeholder or management company. We are not responsible for any delay, cost or enforcement action if a permission or consent has not been obtained.

8.8 **Site safety and CDM 2015.** Site work is subject to the Construction (Design and Management) Regulations 2015 ("CDM 2015"). If you are a Trade Customer or other commercial client, you must provide us with pre-construction information about the site (including any known hazards, such as asbestos or hidden services), safe access, suitable welfare facilities, and coordination with other trades on site. If you are a Consumer having work done on your own home, your duties as a client under CDM 2015 are normally carried out by us or, where more than one contractor is involved, by the principal contractor, as the Regulations provide. You must still give us any information you have about the site and allow us safe access. If we reasonably consider the site unsafe, we may refuse to start work, or stop work. Where this is due to something you are responsible for, any resulting delay is added to the timescale and you must pay our reasonable extra costs.

8.9 **Hot works and fire safety.** Welding, cutting and grinding on site ("hot works") can create sparks and heat. Before we arrive, you must tell us about any flammable materials, hidden services, sensitive or easily damaged finishes (such as glazing, cladding, render or paintwork) and anything else near the working area that could be affected. We may require the area to be cleared or protected, and may refuse to carry out hot works until we are satisfied that it is safe to do so.

9. POWDER COATING, SHOT BLASTING AND FINISHING

9.1 **Colour.** Colours can vary slightly between batches and from colour charts, samples and on-screen images. Different products and textures can also look different depending on the light. Minor variations in shade or gloss level are not a defect. If an exact match to existing items matters, please tell us before ordering so that we can discuss options.

9.2 **Customer-supplied items.** For items you supply, the quality of the finish depends on their condition. Pitting, corrosion, previous repairs, filler, galvanising, old coatings, contamination or casting defects may show through the finish or cause it to fail, and blasting may reveal or worsen existing defects or distort thin or weakened metal. We will point out any obvious problems we see, but we cannot guarantee the finish on customer-supplied items, and we are not responsible for defects caused by their original condition.

9.3 **Durability.** Powder coating is not a permanent barrier against corrosion. The life of the finish depends on its environment (for example, coastal or industrial locations) and on regular cleaning and care. We can provide basic care guidance on request.

9.4 **Touch-ups.** Minor marks or scratches caused in transit or during installation will be touched up on site with colour-matched paint. If you are a Consumer and the touch-up is not satisfactory, you still have your legal rights.

10. COLLECTION, DELIVERY, STORAGE AND DELAYS

10.1 **Collection within 7 days.** When the Works are ready, we will tell you (by email, text or phone). You must collect them from our workshop, or accept delivery or installation on a date we offer, within 7 days after we tell you they are ready. We call this the "free period". We will only release the Works once you have paid everything you owe us.

10.2 **How items are stored.** We have no duty to store any items indoors, under cover or with any protective wrapping or treatment, unless we have agreed this in writing and you have paid for it. Our yard is outdoors, and items may be stored outside. Bare, uncoated or primed-only steel stored outside will naturally rust and weather.

10.3 **After the free period.** Once the free period has ended:

(a) the Works, and any of your items we hold, are stored entirely at your risk;

(b) we are not responsible for corrosion, surface rust, weathering, discolouration or other deterioration of stored items, or for loss or damage to them, except where caused by our

deliberate act or our failure to take reasonable care (and, for Trade Customers, subject to clause 14.3);

(c) we may charge storage of £50 per week (or part week), plus VAT for Trade Customers, from the day after the free period ends until the items are collected or delivered. You must pay storage charges before we release the items; and

(d) if any rust or weathering needs to be removed, or any re-preparation or refinishing is needed before collection, delivery or installation, we will quote for it and charge for it under clause 6.

10.4 **Materials and delays caused by you.** If you supply steel, parts or other materials, or the job is held up because you have not provided all the materials, information, approvals or access we need, then while we are waiting:

(a) any part-finished work and any materials we hold for your job are stored at your risk, on the same basis as clauses 10.2 and 10.3(b). We are not responsible for rust or weathering, and items may be stored outside;

(b) the lead time is extended by the length of the delay (clause 7.3); and

(c) if the delay lasts more than 7 days, we may charge storage of £50 per week (or part week), plus VAT for Trade Customers, from the eighth day of the delay until you supply what is needed. We may also need to move your job to our next available slot.

10.5 **Our responsibility while we hold items.** During the free period, and while we are working on your job, we will take reasonable care of the Works and your items, and we remain responsible for loss or damage caused by our negligence. This does not mean we will store items indoors or protect bare steel from natural surface rust (clauses 5.4 and 10.2). If you are a Consumer, nothing in this clause excludes any liability that cannot be excluded by law.

10.6 **Uncollected goods.** If the Works are still not collected 3 months after we told you they were ready, we may sell or otherwise dispose of them. Before we do, we will give you at least 14 days' written notice under the Torts (Interference with Goods) Act 1977. If we sell them, we will pay you the proceeds, after deducting what you owe us (including storage charges) and our reasonable costs of sale.

11. OWNERSHIP AND RISK

11.1 **Risk: Trade Customers.** If you are a Trade Customer, risk of loss or damage to the Works passes to you at the earliest of: (a) when we tell you the Works are ready for collection; (b) delivery; or (c) completion of installation.

11.2 **Risk: Consumers.** If you are a Consumer, the Works stay at our risk until you, or someone you nominate, take possession of them, or until installation is complete. If you do not collect the Works or accept delivery within the free period, clause 10.3 applies to their storage after that.

11.3 **Retention of title.** Ownership of the Works (including any extra items supplied under a variation) does not pass to you until we have been paid in full for them, in cleared funds. Until then, if you are a Trade Customer, you must store the Works separately, keep them insured and identifiable as our property, not resell them except in the ordinary course of business, and not allow any charge over them.

11.4 **Recovering unpaid Works (Trade Customers).** If you are a Trade Customer and payment is overdue, or you become insolvent, we may take back any Works we still own, and you allow us to enter any premises where they are kept to do so. Where Works have been fixed to land or buildings, we may instead recover the amount owed as a debt.

11.5 **Your items.** Items you supply for us to work on remain your property and at your risk while they are with us, subject to clause 10.5. You should insure them. If you are a Trade Customer, we may keep any such items until you have paid everything you owe for work on them, including storage charges.

12. INSPECTION AND REPORTING PROBLEMS

12.1 **On completion.** Please inspect the Works carefully when they are installed (while our fitting team is still on site) or when you collect them or they are delivered, and tell us straight away about any visible defect, damage or missing item. This allows us to put it right quickly.

12.2 **Trade Customers.** If you are a Trade Customer, you must report any visible defect or damage to us in writing within 2 working days of installation, delivery or collection. If you do not, the Works will be treated as accepted, except for defects that could not reasonably have been seen on inspection.

12.3 **Consumers.** If you are a Consumer, raising issues on the day helps us resolve them quickly, but you can still tell us about a problem later. Reporting a problem later does not affect your legal rights.

13. WORKMANSHIP WARRANTY

13.1 **3-month warranty.** We guarantee our workmanship for 3 months from the date of installation, delivery or collection (whichever applies). If a defect in our workmanship appears during that time, we will repair or, at our option, replace the affected part free of charge.

13.2 **Exclusions.** The warranty does not cover:

(a) damage caused by misuse, which includes slamming or swinging on gates or doors, impact damage (including from a vehicle losing control), failing to close or secure items properly, or any other general disregard for the product;

(b) damage caused by storms, flooding, falling trees or other extreme weather events, accidents, vandalism or fire;

(c) fair wear and tear, or lack of reasonable cleaning and maintenance;

(d) alterations or repairs carried out by anyone other than us;

(e) problems caused by information, drawings, materials or items you supplied (clauses 4 and 9.2), by ground movement, or by the condition of the structures the Works are fixed to; and

(f) rust or corrosion on bare, uncoated or primed-only steel, or on items that you store, or that we store at your risk under clause 10 (see clause 5.4).

13.3 **How to claim.** Contact us at info@ludex.co.uk with a description and photos of the problem, and give us a reasonable chance to inspect it and put it right.

13.4 **Consumers' legal rights.** If you are a Consumer, this warranty is in addition to, and does not replace or limit, your legal rights. Under the Consumer Rights Act 2015, goods must be as described, fit for purpose and of satisfactory quality (including reasonably durable), and services must be carried out with reasonable care and skill. These rights continue after the 3-month warranty ends.

14. OUR LIABILITY

14.1 **What we do not exclude.** Nothing in these terms limits or excludes our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be limited or excluded.

14.2 **Consumers.** If you are a Consumer, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or failing to use reasonable care and skill. We are not responsible for loss or damage that is not foreseeable. We supply the Works for domestic and private use only and are not liable to you for any loss of profit, loss of business or business interruption. If we damage your property while installing the Works, we will repair the damage or pay for the repair.

14.3 **Trade Customers.** If you are a Trade Customer, subject to clause 14.1:

(a) we are not liable for any loss of profit, revenue, business, contracts or goodwill, or for any indirect or consequential loss, however caused;

(b) our total liability arising under or in connection with the contract, whether in contract, tort (including negligence) or otherwise, is limited to the Contract Price; and

(c) the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded to the fullest extent the law allows, except the terms as to title.

14.4 **Insurance.** We hold public liability insurance. Details are available on request.

15. CANCELLATION: CONSUMERS

15.1 **Your right to cancel.** If you are a Consumer and the contract is made away from our workshop (for example, at your home) or at a distance (for example, by phone, email or online), you normally have the right to cancel within 14 days without giving any reason. The 14 days start:

(a) for a contract that is mainly for services (such as installation), from the day the contract is made; or

(b) for a contract that is mainly for goods, from the day the goods come into your physical possession.

15.2 **Made-to-measure goods.** The right to cancel does not apply to goods made to your specifications or clearly personalised, such as bespoke gates, railings, balustrades and other items made to your measurements or design. Most of our fabricated Works fall into this category. Where the contract also includes services such as installation, you keep your right to cancel the services, as far as the law allows.

15.3 **Starting work early.** Because we ask for payment in full up front, you may want us to start work, including ordering materials or fabrication, before the 14-day cancellation period ends. We will only do so if you ask us to in writing, using the form in Schedule 2 or by email. There is no extra charge for this. If you then cancel within the 14 days, you must pay a proportionate amount for the services we have provided up to the time you tell us you are cancelling. We will refund the rest. You will lose your right to cancel the services once they have been fully performed, and you will lose your right to cancel any made-to-measure goods (clause 15.2).

15.4 **How to cancel.** Tell us clearly that you want to cancel, for example by email to info@ludex.co.uk or by letter to our workshop address. You may use the model cancellation form in Schedule 1, but you do not have to. To meet the deadline, you only need to send your message before the 14 days end.

15.5 **Refunds.** If you cancel within the 14-day period, we will refund all payments received from you, less any proportionate amount due under clause 15.3, without undue delay and within 14 days of the day you told us you are cancelling. Where goods have already been delivered, we may wait until we have the goods back, or proof that you have sent them back. We will use the same payment method you used, unless you agree otherwise, and we will not charge a fee for the refund.

15.6 **Cancelling later.** If you cancel after the 14-day period, or where clause 15.2 applies, you may still end the contract by telling us in writing. We will refund what you have paid, less the costs we have reasonably incurred up to the date you tell us. These costs include materials ordered or cut that cannot be used for other work, fabrication and coating work already carried out, and any non-refundable charges from our suppliers. We will give you a breakdown of these costs. This deduction will never exceed the Contract Price.

16. CANCELLATION: TRADE CUSTOMERS, AND CANCELLATION BY US

16.1 **Trade Customers.** If you are a Trade Customer, you may cancel an accepted order only with our written agreement. If we agree, we will refund what you have paid, less the costs we have incurred and the cost of any work done up to the date of cancellation.

16.2 **Ending the contract because of you.** We may end the contract by writing to you if you fail to pay any sum due within 14 days of our written reminder, if you do not give us access for installation within a reasonable time or, if you are a Trade Customer, if you become insolvent. We may then deduct from any

money we hold, or charge you for, the costs we have reasonably incurred, and we will refund any remaining balance.

16.3 **Cancellation by us.** If we have to cancel the contract for any other reason, including where we cannot complete the Works because of an event outside our control (clause 17), we will tell you as soon as possible. Within 14 days, we will refund in full any payment for Works we have not provided. If you are a Consumer and we cancel for a reason within our control, we will refund everything you have paid, and your other legal rights are not affected.

17. EVENTS OUTSIDE OUR CONTROL

17.1 **Delays outside our control.** We are not responsible for delay or failure to perform caused by events outside our reasonable control. Examples include extreme weather, fire, flood, pandemic, war, civil unrest, government action, strikes (other than by our own staff), material shortages, failure of utilities or equipment breakdown we could not reasonably prevent, or delay or failure by suppliers or carriers. We will tell you as soon as possible, take reasonable steps to minimise the effect, and agree a revised timescale with you.

17.2 **Prolonged events.** If the event continues for more than 8 weeks, either of us may end the contract by written notice, and we will refund in full any payment for work not provided.

18. COMPLAINTS

18.1 **How to complain.** If you are unhappy with any aspect of our work or service, please contact us at info@ludex.co.uk or on 07940 217180, giving your quotation, job or invoice number. We will acknowledge your complaint within 3 working days and aim to respond in full within 14 days. We will always try to resolve problems fairly and promptly.

18.2 **Further help.** If you are a Consumer and we cannot resolve your complaint, you can contact Citizens Advice for free, independent advice.

19. YOUR PERSONAL INFORMATION

19.1 **How we use your information.** We use your personal information (such as your name, address, phone number, email address and photographs of your job) only to provide quotations and carry out the Works, to take payment, to keep records required by law (such as tax records) and to deal with any warranty claims. We will share it only where necessary, with our suppliers, subcontractors, finance providers, accountants and professional advisers, or where required by law. We will not sell your information. We keep it only as long as necessary, usually 6 years after the job for accounting and warranty purposes. You have rights under UK data protection law, including the right to see the information we hold about you. Please contact info@ludex.co.uk with any data protection question, and see www.ico.org.uk for more information.

19.2 **Photographs.** We may photograph or film the work, including during preparation and installation, for our records, for quality control and for marketing (for example, on our website and social media). We will not identify you, your address or any other personal information in marketing material without your consent. If you are a Consumer and would prefer us not to use photographs of your job for marketing, just tell us and we will not do so.

20. GENERAL

20.1 **Transfer.** Neither of us may transfer the contract to someone else without the other's written consent, except that we may use subcontractors under clause 5.3.

20.2 **Severance.** If a court finds any part of these terms invalid, the rest will continue to apply.

20.3 **No waiver.** If we do not enforce a right straight away, we can still enforce it later.

20.4 **Third parties.** Only you and we have rights under this contract. No one else may enforce it under the Contracts (Rights of Third Parties) Act 1999.

20.5 **Notices.** Notices under these terms may be given by email. Notices to us must be sent to info@ludex.co.uk.

20.6 **Changes to these terms.** We may update these terms from time to time. The version in force when the contract is formed applies to your contract.

20.7 **Governing law.** These terms and any dispute arising from them are governed by the law of England and Wales, and the courts of England and Wales have jurisdiction. If you are a Consumer living in Scotland or Northern Ireland, you may also bring proceedings in your local courts.

SCHEDULE 1 – MODEL CANCELLATION FORM

(Consumers only. Complete and return this form only if you wish to cancel the contract.)

To: Ludex Fabrications & Welding Services Ltd, Rear of 289 Bentley Road, Blackwell Works, Bentley, Doncaster DN5 9TG. Email: info@ludex.co.uk

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*] / for the supply of the following service [*]:

Quotation / order number:

Description of goods or services:

Ordered on [*] / received on [*]:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is sent on paper):

Date:

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[*] Delete as appropriate.

SCHEDULE 2 – REQUEST TO START WORK DURING THE CANCELLATION PERIOD

(Consumers only – optional. See clause 15.3.)

I/We ask Ludex Fabrications & Welding Services Ltd to start work, including ordering materials and fabrication, before the end of my/our 14-day cancellation period. I/We understand that if I/we cancel within that period, I/we must pay a proportionate amount for the services provided up to the time I/we tell you that I/we are cancelling, that there is no extra charge for starting early, and that I/we will lose the right to cancel once the services have been fully performed or once made-to-measure goods have been made.

Quotation / job number:

Name:

Signature:

Date:
