

General Terms & Conditions

1. Definitions

- a. "Company" shall mean Egg Ltd T/a SportWorks & Signworks limited its successors and assigns or any person acting on behalf of and with the authority of EGP Ltd T/a SportWorks & SignWorks.
- b. "Client" shall mean the person or entity described as such on the invoices, application for credit, quotation, work authorisation or any other forms to which these terms and conditions apply, and shall mean any person acting on behalf of and with the authority of such person or entity
- c. "Guarantor "means the person (or persons), or entity, who agrees to be liable for the debts of the client on a principal debtor basis.
- d. "Goods" shall mean goods supplied by the company to the clients (and where the context so permits shall include any supply of services as hereinafter defined) and are as described on the invoices, quotations, work authorisations or any other forms as provided by the company to the client.
- e. "Services" shall mean all services supplied by the company to the client and includes any advice or recommendations (and where the context so permits shall include any supply of goods as defined above)
- f. "Prices" shall mean the cost of the goods as agreed between the company and the client subject to clause 3 of this contract.

2. Acceptance

- a. Any instructions received by the company from the client must be in writing, verbal instructions will not be accepted and materials/ machinery will not be mobilised or orders placed until the company has received aforementioned order instructions to proceed with the works in writing.
- b. Where more than one client has entered into this agreement, the clients shall be jointly and severally liable for all payments of the price. At all times all materials shall remain the property of the company until a time that all monies have been paid.
- c. Upon acceptance of these terms and conditions by the client the terms and conditions are irrevocable and can only be amended with the written consent of the company. However any agreement which the company has entered into with a third parties based upon receiving the clients acceptance may not be irrevocable and therefore the client shall be liable for any charges in light of these third party agreements.
- d. The client shall ensure that the company is made aware of any changes the clients address or any other details. The company must be given a minimum of 14 days notice.

3. Price and Payment

- a. At the companies discretion the price shall be either;
 - I. As indicated on invoices provided by the company to the client in respect to goods and/or services supplied; or
 - II. The companies quoted price (Subject to clause 3b.) for the works which shall be binding upon the company provided that the client shall accept the quotations within thirty days of issue.
- b. The company reserves the right to change the sum of the quote if in the event of a variation to the company's quotation.
- c. Any extra work provided will be done so when a duly authorised representative of the clients shall issue in writing that the company do so. On receiving this the company shall issue an extra over to the contract and proceed with the work upon the clients agreement and subsequent authorisation.
- d. At the companies sole discretion a deposit may be required. This will be in the form of a percentage of the sum of the overall project.
- e. Timeline for payment shall be of the client's highest priority and will be highlighted on any issued invoices. Credit shall be extended at the sole discretion of the company and as of which timeline for payment may vary depending upon the works and agreements with the companies suppliers.
- f. Payment is required to be issued by Electronic Fund Transfer. Other than this form of payment other payments i.e. cheques, cash etc may be due with the approval of the company.
- g. As standard shall be expressed not including Value Added Tax unless otherwise stated.

Delivery of goods

- a. At the companies sole discretion delivery of goods and or execution of services shall take place when the client takes possession of the goods and/or services at the clients address.
- b. Variations in timelines may take place at this may happen outside of the control of the company. In light of this the client shall be issued with adjusted timelines if delivery/construction time is extended. This may happen due to many factors of which are outside of the control of the company. One such aspect is weather. The following is a definition of a weather event that may or may not stop on site works.
 - I. The definition is as follows:

Introduction

In the following statement the following words shall have the described meanings:

Surface/ Platforms:

Area which is represented within the drawings supplied at tender stage or any other subsequent drawings. The surface includes the site compound, working area and other adjacent environs.

Damage:

Damage will include, but not limited to, surface rutting or any other form of breakdown in surface conditions. Damage will also be deemed as any fault (mechanical or other) which will be caused to either the company's machinery or machinery of sub-contractors due to adverse surface conditions.

Summary

What is deemed to be a sufficient weather event to cease works is when as a result of a weather event it makes ground conditions unstable and therefore could potentially cause damage. In regards to synthetic surfaces a weather event shall mean due to any form of adverse weather conditions weather precipitation of temperatures will in the long term or interim time potentially affect the quality of the finished synthetic surface. Any such weather events which require work to cease will be recorded and written confirmation sent to employer's representative to notify them of delays as result of work stoppages. Prior to work recommencing, ground conditions must improve sufficiently enough that no more damage could/will be caused. If there is a sufficient weather event to stop work, work may not recommence the next day even if the weather event has passed, as ground conditions may not be suitable to do so.

Rainfall:

In general rainfall of greater than or equal to 5mm will be the threshold, however, work may not necessarily cease as it is wholly dependant upon the effects of this rainfall upon ground conditions. This also includes work ceasing even if the rainfall is less than 15mm as ground conditions may deteriorate sufficiently causing works to stop. Rainfall may have an adverse affect at the time of installing the synthetic surface. Work will cease if in the opinion of the companies foreman that continuing the work will affect the integrity of the finished synthetic surface.

Wind speeds:

If wind speeds are too strong certain aspects of work maybe delayed i.e. erection of temporary fencing, installation of shock pad, installation of synthetic carpet etc. the company does not wish state a particular wind speed as being the threshold as it is greatly dependant upon the type of works taking place.

Temperatures:

Temperature may become a problem at synthetic surface installation stage. This is due to the inherent problems with using the glue necessary for fitting the seams of the synthetic surface. Work will cease if in the opinion of the companies management that continuing the work will adversely affect the integrity of the finished synthetic surface.

Snow/sleet:

Any damage caused by said weather event may cause works to cease. This is dependant upon the affect of this weather event upon surface conditions and working conditions.

Conclusion

If in the opinion of the company's management that inclement weather causes a hazard to the companies staff, works will cease immediately until such working conditions have improved. The company is not responsible for delays if any of the above conditions have delayed works. At all times the companie will endeavor to complete work in a speedy manner to client's satisfaction.

- c. During Delivery of goods and/or services the client should be in suitable position as to receive said goods and/or services. This would include free access to works and any other reasonable request such as adequate drawings, specification, planning permission, grants etc. The company shall reserve the right to charge the client a reasonable fee for standing time, redelivery or re-mobilisation of machinery and/or labor.

Risk

If the company makes deliveries or is storing materials on the clients premises for the purposes of construction or indeed construction has been successfully completed, if an outstanding balance of monies on the project have not been settled then the company shall receive all monies derived through insurances made payable for the goods. The production of these terms and conditions by the company is sufficient evidence of the companies right to receive the insurance proceeds without the need for any person dealing with the company to make further enquiries. If the company retains the ownership of the goods through non- payment by the client nonetheless, all risk for the goods passes to the client upon delivery/ installation.

Title

The title of all said goods shall not pass to the client until all monies are paid in full. The client whom has not settled there account for a long period may be liable for interest. This rate of interest shall be as set by the European Central Bank rate of remuneration. In acceptance of this agreement then the client is agreeing to this extra charges for illegitimate refusal to pay.

All payments other than legal tender shall be required to be cleared by the companies' bank and only until that time payment has been cleared by the company's financial institution shall the ownership of the goods pass from the company to the client.

If the client fails to return goods to the company or settle there account with the company for the aforementioned goods then the company or the companies agent may enter upon or into the land and premises owned, occupied or used by the client, or any premises as the invitee of the client, where the goods are situated and take possession of the good; and The client is only the bailee of the goods and until such time as the company has received payment in full for the goods then the client shall hold the any proceeds from the sale or disposal of the goods on trust for the company.

If in the opinion of the company a facility has been provided to the client that would cost the company a considerable amount of monies to remove and that the goods (i.e synthetic surface etc) would have the potential to produce a revenue stream in order to recoup the cost of supplying the client with the aforementioned goods, the company reserves the right to operate the goods as a going business concern and raise monies through rental etc until all monies including interest and other running costs have been recouped. The ownership of the goods shall then pass in ownership from the company to the client.

It is agreed that the goods in part or whole or any derivatives of those goods shall still remain the property of the company and as such any monies gained through the selling of these goods or any derivatives the monies shall remain the property of the company.

Disclaimer

The client hereby disclaims any right the client may have to sue, cancel the contract or claim restitution arising out of misrepresentation made to the client by the company and the client acknowledges that the goods are bought relying solely upon the client's skill and knowledge.

If any provision herein is invalid, it shall be considered deleted from this Agreement, and shall not invalidate the remaining provisions of this Agreement.

Client's responsibilities

The client is expected at all times to provide accurate and detailed specification and drawings to the company. The company shall not be liable for any omission, lack of detail or misunderstanding derived by produced specification, drawings etc.

Provide adequate and suitable waste disposal facilities for the effective disposal of materials deriving from the supply of goods and/ or services.

Supplementary Terms and Conditions

Should the company issue a quotation with further terms and conditions it shall be understood that any such terms and conditions shall be an addition to these general terms and conditions. It shall be the responsibility of the client to make themselves aware of all the above terms and conditions as the company shall not entertain any claim of lack of knowledge on behalf of the client or his representative at a later date.