

TOWYN AND KINMEL BAY TOWN COUNCIL

COMMUNITY RESOURCE CENTRE
THE SQUARE OFF FORYD ROAD KIN
CONWY
LL18 5BT

Site Address	TOWYN AND KINMEL BAY TOWN COUN, THE SQUARE OFF FORYD ROAD, KINMEL BAY
Unit Reference	Q26810 - PASSENGER LIFT
Quotation Reference	QUO-85411-G8Y6W4
Raised By	John Cattle
Quotation Date	15/02/2023
Valid Until	14/05/2023

For the attention of Sir / Madam,

We refer to the latest LOLER inspection report completed by your insurance company with respect to the above address. Some of the highlighted points fall outside of your current service agreement and will be an additional cost to correct. Please find our quotation to address the items highlighted by the insurance surveyor, to ensure you remain fully compliant. Addressing the insurance items will also help to protect you against liability.

Should you have any queries about this quotation, please feel free to contact me using the details below, where I will be able to explain and provide further detail.

If you simply wish to proceed, please complete the approval to proceed section of this quotation, and send it back to the email address indicated. We will then process your order and complete the work during a future visit.

Should you have any queries regarding this quotation, please do not hesitate to contact me on the number below.

Yours sincerely

Tony Oakes

OTIS, Unit 1E & H, Wavertree Technology Park
Wavertree Boulevard South, Liverpool, L7 9PF

O:

M:



REPAIR QUOTATION

Site Address	TOWYN AND KINMEL BAY TOWN COUN, THE SQUARE OFF FORYD ROAD, KINMEL BAY
Unit Reference	Q26810 - PASSENGER LIFT
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The below price is based on works completed during our normal working hours unless otherwise stated. This quotation is subject to our standard terms and conditions which are available on request.

Description	Price
IR0111885 Q26810 - The first floor landing door air cord has a broken wire and should be renewed.	£657.69
Material cost for the above.	£150.00

All Prices are Exclusive of Tax £807.69

Should you not wish to order all of the above works please cross out items not required.

APPROVAL TO PROCEED

Quotation Reference

QUO-85411-G8Y6W4

I confirm that we wish to proceed with the quoted works as detailed above. Acceptance of this quotation is subject to our terms and conditions. Invoice will be issued to the address on the quotation unless advised differently.

Please accept this as my approval of the above quotation and instruction to proceed.

Name :

Signature :

Date :

Purchase Order Number :

Purchase Order Value :

Please return signed copy of order to one of the following.

Mail : Estimating Department, OTIS Ltd, 123 Abbey Lane, Leicester, LE4 5QX

Email: repairs@otis.com

Fax: 0116 2662318



Terms of Business

Amendments

Clause	Description
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Terms & Conditions

Clause	Description
01.	----- 1. General -----
01.1.	1.1 The acceptance of the Company's Tender (the "Tender") includes the acceptance of the following terms and conditions. No terms or conditions stipulated, or referred to by the Purchaser are to add to, annul, replace or vary these terms and conditions unless expressly agreed to by the Company in writing.
02.	----- 2. Validity -----
02.1.	2.1 Unless previously withdrawn by the Company this Tender is open for acceptance within the period stated therein or, when no period is stated, within 60 days from the date of the Tender.
03.	----- 3. Drawings -----
03.1.	3.1 All specifications, drawings, and particulars submitted with the Tender are approximate only. All descriptions and illustrations and other material contained in the Company's catalogues and other advertising matter are intended merely to present a general description of the goods therein and none of these shall form part of the Contract. The Company will, where so stated in the Tender, provide two copies of general arrangement drawings giving details of work that the Purchaser should provide free of cost to the Company. A charge will be made for further drawings or revisions.
04.	----- 4. Overtime/Daywork -----
04.1.	4.1 Unless specifically stated to the contrary in writing, the Tender is based on the assumption that all work to be performed by the Company under the Contract (the "Works") will be carried out during the Company's normal working hours. Work may be performed outside the Company's normal working hours with the Company's prior written agreement for an additional charge.
04.2.	4.2 Any Works carried out on a daywork basis shall unless otherwise stated in writing by the Company be charged for in accordance with the Company's appropriate charge rates current at the time that such Works is performed.
05.	----- 5. Delivery & Completion -----

05.1.	5.1 Any times stated by the Company for delivery and or completion shall run from the date of receipt of the Purchaser's written order and any initial payment of the Contract Price and if later from receipt of all information, drawings, licences, permits and approvals as may be necessary to enable the Works to proceed. All such times are to be treated as estimates only not creating any contractual obligation unless the Company has specifically contracted in writing to deliver or complete the Works within a specified time or by a specified date by defining such time or date as a "Guaranteed Delivery Date" in the Tender or other contract document signed by the Company. Any times for delivery and/or completion are estimated and the contract sum is determined on the understanding that the Purchaser shall at its own expense before the estimated date of commencement of any part of the Works ensure that the site is ready in all respects for the Works to commence and that all the facilities and items listed in the Attendances hereto have been, or will be, provided by the Purchaser free of cost to the Company as and when required by the Company in order that the Works may proceed.
06.	----- 6. Delay in Delivery or Completion -----
06.1.	6.1 If, due to circumstances outside the control of the Company, the Purchaser cannot accept delivery of goods comprised in the Works upon the estimated delivery date for such goods, or is otherwise unable to grant to the Company access to the site for the purpose of commencement of the Works, the Company reserves the right to recover any costs incurred by the delay and/or to continue to manufacture goods and deliver them to storage in accordance with Clause 8.
06.2.	6.2 The Company shall not be liable for any delay or for any consequences of any delay in the production or delivery of any of the goods comprised in the Works or in the completion of the Works in circumstances where an estimated time for completion of the Works has been given by the Company.
06.3.	6.3 In circumstances where the Company has agreed in writing a Guaranteed Delivery Date for the completion of the Works in accordance with Clause 5, it shall not be liable for any delay or for any consequence of any delay if such delay shall be due to fire, strike, lockout, dispute with workmen, flood, accident, delay in transport, shortage of fuel, default of any sub-contractor, inability to obtain material and/or labour, embargo, act or demand or requirement of any government or government department or Local Authority, or as a consequence of war or of hostilities (whether war be declared or not) or any other cause whatsoever beyond the reasonable control of the Company. If any such delay occurs then (unless the cause thereof shall frustrate or render impossible or illegal the performance of this Contract or shall otherwise discharge the parties from their obligations under the Contract) the Company's period for performing its obligations shall be extended by such period (not limited to the length of delay) as the Company may reasonably require to complete the performance of its obligations.
06.4.	6.4 In circumstances where the Company has agreed in writing a Guaranteed Delivery Date for completion of the Works in accordance with Clause 5 and the Works are not so completed for reasons other than those outlined in Clauses 6.1 or 6.3 above other than those attributable to the Purchaser the Company shall pay to the Purchaser liquidated damages in an amount equal to 1% of the Contract Price per week of delay up to an aggregate maximum amount of 10% of the Contract Price. The Company shall have no other or further liability of whatsoever nature to the Purchaser whether in contract or in tort in respect of a failure to complete the Works in the circumstances outlined in this clause.
07.	----- 7. Delivery of Goods -----

07.1.	7.1 Unless stated to the contrary the Tender includes delivery to site. No claim for damage in transit, shortage of delivery or loss of goods or materials will be entertained unless, in the case of damage in transit or shortage of delivery, a separate notice in writing is given to the carrier concerned within three days and to the Company within seven days of the receipt of goods or materials, followed by a completed claim in writing within fourteen days of receipt of goods or materials, and in the case of loss of goods or materials, notice in writing is given to the carrier concerned and to the Company and a complete claim in writing made within twenty-one days of the date of consignment. When goods or materials are accepted from the carrier concerned without being checked, the delivery book of the carrier concerned must be signed "not examined".
08.	----- 8. Storage -----
08.1.	8.1 Where the Purchaser is unable to accept delivery of all or any goods or materials within seven days after notification that they are ready for dispatch the Purchaser shall find and pay for suitable storage accommodation, maintenance and insurance. If the Company's facilities permit, the Company may at the Purchaser's written request, store the goods at the Purchaser's risk and expense.
09.	----- 9. Passing of Risk -----
09.1.	9.1 As soon as any goods or materials are delivered either to the site or into storage accommodation, the Purchaser shall assume the sole risk for any loss or damage to such goods or materials howsoever caused. If the Purchaser is unable to accept delivery of all or any part of the goods or materials within seven days after notification that they are ready for dispatch, risk in relation to such goods or materials shall pass to the Purchaser at the expiry of such seven days period. Once the risk has passed to the Purchaser such risk shall in no circumstances whatsoever be passed back to the Company.
10.	----- 10. Terms of Payment -----
10.1.	10.1 All Tenders are strictly net cash unless otherwise stated and are exclusive of Value Added Tax or any similar or other taxes, levies or duties. (which will be added to the contract value at the standard rate)
10.10.	10.10 Notwithstanding the foregoing, full payment with order or against pro-forma invoice may be required at the discretion of the Company.
10.2.	10.2 Unless the parties otherwise agree in writing, payment shall become due to the Company as follows:-
10.2.a)	a) Payment of 30% of the Contract Price shall become due on the date of placing the order.
10.2.b)	b) Payment of 70% (or the remaining balance) of the Contract Price shall become due on the date of completion of all works.
10.3.	10.3 If through no fault of the Company final adjustments cannot be made when installation is otherwise complete, payment shall nevertheless become due as though such final adjustments had been made.
10.4.	10.4 The Purchaser shall, not later than five days after the date on which any payment becomes due, give notice to the Company specifying the amount (if any) of the payment made, specifying to what the payment relates and the basis on which the amount was calculated.
10.5.	10.5 In the event that the Company has exercised his its' right under Section 112 of the Housing Grants, Construction and Regeneration Act 1996 to suspend performance of its' obligations under this Contract, the Purchaser shall reimburse the Company in respect of any loss and/or expense incurred by him during the period of the suspension including the cost of remobilisation on the lifting of the suspension.

10.6.	10.6 The due date for payment set out in sub clause 10.2 shall remain in place notwithstanding that the Purchaser does not accept delivery of any goods comprised in the Works or allow commencement or completion of the Works in circumstances where the Company is ready to deliver such goods and/or commence or complete the Works.
10.7.	10.7 In the case of a Contract for more than one lift/escalator where installation of the units is not being proceeded with simultaneously the terms of payment set out above shall apply as though there were a separate contract in respect of each such lift/escalator. Should the Purchaser not accept delivery or allow commencement or completion of installation when the goods are ready, payment will become due as if delivery had been made or installation would have commenced as the case may be.
10.8.	10.8 All goods and materials supplied by the Company shall remain the Company's property until full payment of the Contract Price and the Company shall be entitled and the Purchaser hereby irrevocably authorises and licenses the Company, in the event of the Purchaser failing to pay on the due date, without prejudice to any other remedy in equity or at common law, in accordance with these conditions, to enter the premises where such goods may then be and disconnect, dismantle and remove the same in whole or in part. Any disposition by the Purchaser of any such goods shall be made subject to the exercise by the Company of such rights.
10.9.	10.9 Interest shall be paid on all overdue amounts from the date when payment was due until actually made at the rate of four per cent above Bank of England base rate operating during the period of delay in payment by the Purchaser.
11.	----- Price Variation -----
11.1.	11.1 The Contract Price quoted is based on materials and wage rates ruling at the date of Tender and will be subject to adjustment in accordance with the Formula for Contract Price Adjustment (current edition), compiled by the Lift and Escalator Industry Association ("the Formula"). Alternatively, if the Tender so states, firm prices are quoted on the understanding that the installation will be completed within the firm price period specified. Should completion be delayed for any reason beyond the firm price period the Company reserves the right to adjust the Contract Price in accordance with the Formula referred to above.
11.2.	11.2 The Contract Price will further be subject to variation in respect of any additional costs arising by virtue of any statute, regulations or orders issued by any Government Department or other duly constituted authority.
11.3.	11.3 Any increase in the Contract price required by the application of the Formula may be invoiced immediately the amount thereof has been ascertained and be payable forthwith, and the provisions of clause 10.2 shall apply to any payments due under this clause should they become overdue.
12.	----- Imported Materials -----
12.1.	12.1 The Contract Price, where appropriate, allows for the cost of importing materials based upon the rates of exchange, tax or duty prevailing at the date of Tender. Unless the contracting parties otherwise agree in writing prior to the Contract being executed, in the event of any adjustment in such rates, between the date of Tender and 14 days after receipt of sufficient payment to settle the overseas debt, the Company reserves the right to make an appropriate adjustment to the Contract Price.
13.	----- Guarantee -----
13.1.	13.1 The Company hereby warrants the material and workmanship of the Works supplied by the Company under this Contract and will make good any defects not due to ordinary wear and tear or to improper use or care which may develop within one year from the date of completion thereof.

13.2.	13.2 It is a condition of the guarantee that the Purchaser shall ensure that all accessible parts are kept clean, and that no person modifies, adjusts or interferes with the Works without the Company's prior approval. The benefit of the guarantee shall apply only to the Purchaser.
13.3.	13.3 The liability of the Company under this Clause 13 shall constitute its sole liability (save in respect of death or personal injury caused by the negligence of the Company) whether in contract, tort (including negligence) or otherwise in respect of any defects in the goods or services supplied under the Contract and any warranties or conditions implied by law are hereby expressly excluded.
14.	----- General Liability -----
14.1.	14.1 The Company shall not under any circumstances whatsoever be liable for any loss (which expression in this clause includes damage or delay) or for any consequence of any such loss arising out of any cause whatsoever beyond its reasonable control or any malfunctioning of or defect in or failure of any of the Works. The Company will not under any circumstances whatsoever be liable for any loss of profit, business opportunity or consequential, economic or indirect, loss or damage howsoever caused.
14.2.	14.2 Save as provided by statute, the Company shall not be liable for and the Purchaser shall indemnify and hold him harmless against any claim for loss or damage to property directly or indirectly occasioned by or arising from the use or operation (other than by the Company) or possession of any of the equipment and from negligence (including the use of any part of the equipment otherwise than in accordance with the Company's operating instructions and manuals) or default (including any noncompliance with any obligation of this Contract, any delay, any wrong information and any lack of required information) or misuse by or on the part of the Purchaser or any persons other than the Company.
14.3.	14.3 This indemnity shall extend to any costs and expenses incurred by the Company and shall continue in force notwithstanding the termination of this Contract.
14.4.	14.4 The Purchaser shall not use or permit to be used the whole or any part of the Works the subject of this Contract before it has been completed, tested and handed over by the Company and in the event of any such unauthorised use the Company shall not be liable for any loss or damage arising therefrom.
15.	----- Installation -----
15.1.	15.1 Unless specifically stated to the contrary in writing, the installation, will be carried out during the Company's ordinary working hours and in one continuous operation. The well and motor room shall be handed over properly completed (with the permanent power supply available) and weather tight to the Company. Any extra cost incurred, owing to suspension of Works, by the Purchaser's instructions, lack of instructions, interruptions, delays, overtime, unusual working hours and additional work or variations or work for which the Company is not responsible or mistakes or any other causes outside the Company's control, shall be added to the Contract Price and paid by the Purchaser in accordance with Clause 10. Any such charges shall be based upon the Company's then current rates.
15.2.	15.2 The Contract Price is based on the payment of the Company's rates for outworking allowances and lodging. If suitable lodgings are not available at these rates due to circumstances beyond the Company's control the difference in cost including any extra fares incurred shall be added to the Contract Price.
16.	----- Termination -----
16.1.	16.1 The Company may terminate this Contract forthwith:-

16.1.i)	i) If the Purchaser has committed a material breach of this Contract and fails to remedy such breach within fourteen (14) days of receiving a written notice from the Company requesting its remedy; or
16.1.ii)	ii) The Purchaser shall be deemed to be in material breach of this Contract if the Purchaser has entered into any composition or arrangement (whether formal or informal) with the Purchaser's creditors or has a bankruptcy order made against it or has been the subject of any application for an interim order under Section 123 of the 1988 Insolvency Act or becomes the subject of a voluntary arrangement under Section 1 of the said Act or is unable to pay its debts within the meaning of Section 123 of the said Act, or has a receiver, manager, administrator or administrative receiver appointed over its undertaking, assets or income or any part thereof or has passed a resolution for its winding up or has a petition presented to any court for its winding up or for an administrative order or suffers any distress or execution or has otherwise ceased to trade.
16.2.	16.2 Where the Purchaser is in material breach of this Contract, the Company may at its election suspend performance of the Contract (but without affecting the Purchaser's obligation to pay for Works executed up to the point of suspension) until such time as the breach is remedied. Where the breach is default in payment of any part of the Contract Price the Company shall be at liberty to demand security for payment before performing or completing the Contract.
17.	----- 17. Service Equipment -----
17.1.	17.1 Any counter, remote elevator monitoring system ("REM"®), meter, or tool (collectively "service equipment") which the Company may use or install under this Contract, with the exception of any telecommunication lines, is and remains the property of the Company and is provided solely for the use of the Company's employees. The Purchaser grants the Company the right to store or install service equipment in the machine room and to electrically connect it to the Works. The Purchaser will restrict access to the service equipment to authorised Company personnel. The Purchaser agrees to keep the service equipment and the software in the service equipment in confidence as a trade secret of the Company. If the Contract is terminated for any reason, the Company is hereby irrevocably licensed to and the Purchaser will give access to the premises to remove the service equipment.
18.	----- 18. Testing, Acceptance and Completion -----
18.1.	18.1 Following completion of the Company's tests, the Company will notify the Purchaser. At this time the work shall be considered complete. If the Works are not taken into normal service at this time the Works shall be shut down, and the Company shall be entitled to additional payment, at the rates current at the time work is carried out, from the Purchaser for such servicing, cleaning, lubricating or other work as may be necessary to ensure its satisfactory condition when eventually taken into normal service.
18.2.	18.2 The Company accepts no responsibility for, and the Purchaser shall pay to remedy or repair any damage to the Equipment or the Building arising from the proper performance by the Company of any examination or test undertaken at the request of the Purchaser or a competent person.
19.	----- Prevention or Frustration -----
19.1.	19.1 If the contract becomes impossible to perform or is otherwise frustrated the Purchaser shall be liable to pay the Company all costs, expenses, overheads and any loss of profit which the Company, its suppliers or sub-contractors have incurred or for which there is liability under the Contract at the time of frustration or impossibility of performance.
19.2.	19.2 Any pre-payments which may have been made to the Company under this Contract shall be applied towards satisfaction of such sum as may become due to the Company under the foregoing provisions, and the excess (if any) pre-payment will be refunded.

20.	----- 20. Health and Safety At Work -----
20.1.	20.1 The Company's Tender allows for compliance with the Construction (Design and Management) Regulations 1994 ("the Regulations") insofar as they are applicable to Works. The Tender has been prepared on the basis that, and the Purchaser agrees that, the Company will become a Contractor and not the Planning Supervisor or Principal Contractor (as such terms are defined in the Regulations).
20.2.	20.2 If, during the course of carrying out the production or delivery of any goods or completion of the Works, asbestos or any other hazardous or toxic material or environment is discovered, either in the existing equipment, the building fabric, or any other equipment associated with the Works or the vicinity thereof, the Company shall stop work immediately to allow the Purchaser to, and the Purchaser shall, at its own expense, promptly remove or neutralise the hazardous or toxic material or environment and the programme shall be amended accordingly for the period of any delay. The term "hazardous or toxic material or environment" includes any hazardous or toxic material or environment, (which may if brought into contact or close proximity to an employee of the Company have adverse consequences to health) techniques or processes. Any costs which the Company incur as a result of the delay or removal or neutralising the hazardous or toxic material or environment will be charged as an extra to the Contract Price.
21.	----- 21. International Trade Compliance -----
21.1.	21.1 Offers by Otis are subject to the condition that the contract partner is not listed with MK Denial (www.mkdenial.com), should the recipient be listed in MK Denial no valid contract will be formed. Should the recipient be listed at a later date in MK Denial, Otis will have the right to terminate the contract exceptionally without notice.
22.	----- 22. Patents -----
22.1.	22.1 The Purchaser warrants that any design or instruction furnished or given by him shall not be such as will cause the Company to infringe any letter patent, registered design, trade mark or other intellectual property rights in the execution of the Contract.
23.	----- 23. Insurance -----
23.1.	23.1 The Purchaser will at its own cost, take out and maintain up to and including the date of completion of this Contract, a Joint Names Insurance Policy for All Risks Insurance for the full re-instatement value of the Works and the existing structures, plus 10% to cover professional fees. This insurance will identify the Company as a named insured.
24.	----- 24. The Lift Regulations 1997 -----
24.1.	24.1 The Company's tender complies with The Lifts Regulations 1997 which became mandatory on the 1st July 1999.
25.	----- 25. Adjudication -----
25.1.	25.1 Both the Purchaser and the Company shall be entitled to refer any dispute or difference arising under this Contract to adjudication at any time. The adjudication shall be conducted in accordance with the provisions of Part 1 of the Schedule to The Scheme for Construction Contracts (England and Wales) Regulations 1998.
26.	----- 26. The Contract (Rights of Third Parties) Act 1999 -----
26.1.	26.1 Nothing in this Contract confers or purports to confer on any third party any benefit or any right to enforce any term of this Contract. The Contract (Rights of Third Parties) Act 1999 is excluded.
27.	----- 27. Digital Services -----
27.1.	27.1 Where Otis ONE™, Otis eCall™, or Otis eView™ ("Digital Services") are provided as part of the Services, the following additional provisions apply:-

27.1.1.	27.1.1 Otis may use, install and update sensors, devices, other service equipment, hardware and/or software in connection with the provision of Digital Services ("Otis Service Equipment"), which will remain Otis's property, and may only be used or accessed by Otis personnel. The Customer grants Otis the right to store or install the Otis Service Equipment in its building(s) using its/the end user's electricity to connect it as needed, and to remove or disable the Otis Service Equipment, with whatever physical access Otis may require, if and when the Digital Services terminate. The Customer agrees to keep the software within the Otis Service Equipment strictly confidential and will not permit others to use, access, examine, copy, disclose, disassemble or reverse engineer the software or other part of the Otis Service Equipment. Otis shall have remote and onsite access in order, at its discretion, to evaluate the Otis Service Equipment remotely, provide solutions, and gather data including as to usage and performance.
27.1.2.	27.1.2 The Digital Services do not include the performance of any work, including the supply of parts, required due to vandalism, misuse, neglect, intervention by a third party or causes beyond Otis' control, excluding normal wear and tear.
27.1.3.	27.1.3 Otis warrants that it has good title to the Otis Service Equipment. To the extent permitted by applicable law, Otis makes no other representation or warranty as to the Otis Service Equipment, with respect to intellectual property or otherwise.
27.1.4.	27.1.4 The parties will comply with applicable data privacy laws as they relate to personal information processed in connection with this Agreement. With respect to any Personal Information provided by the Customer or its end users to Otis relating to Digital Services activities, the Customer shall be the controller and shall be responsible for all obligations relating to that data which it will own. All data related to Otis Service Equipment configurations, functions or operation, generated by Otis diagnostic/analytical tools and/or anonymised aggregated data derived from Customer data shall remain the property of Otis.
27.1.5.	27.1.5 The Customer will procure the provision/availability of all power outlets and all cabling, conduits, application interface equipment and connectivity for the installation and operation of Otis Service Equipment.
27.1.6.	27.1.6 For the term of this Agreement, Otis grants to the Customer a personal, non-exclusive, non-transferable right and licence to use Otis software, hardware and other equipment related to the provision of Digital Services (which shall remain the property of Otis) for interface with non-Otis owned products on site for use by an elevator user or otherwise in relation to the operation of the elevator(s).
27.1.7.	27.1.7 Where eView™ is installed, the Customer shall arrange for the provision of connectivity services, before the termination of the Agreement, so as to ensure the functioning of the bi-directional communication system with the appropriate service centre.
27.1.8.	27.1.8 The Customer may not modify, sub-licence or re-distribute the eView™ content.
28.	----- 28. Law Applicable -----
28.1.	28.1 This contract shall in all respects be subject to and construed in accordance with English Law.