



LEAD LADS®

Issued by:

Penman Leadwork & Roofing Ltd
Trading as Lead Lads® under licence
Company No. 17034011

Registered Office:

12 Woodside
Wrenthorpe
Wakefield
West Yorkshire
WF2 0LE

Contracting entity:

Penman Leadwork & Roofing Ltd

Lead Lads® is a registered trademark used under licence.

All works are undertaken by Penman Leadwork & Roofing Ltd as an independent Lead Lads® Franchisee operating under licence.

Penman Leadwork & Roofing Ltd contracts directly with the Customer and is solely responsible for the Works.

ONCOMMERCE LIMITED is the franchisor and brand owner only and is not a party to any contract for the Works.

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The Lead Lads ®
Is operated and licenced by ONCOMMERCE LIMITED
Sutton Road
Wigginton
York, YO32 2RB
A Company Registered in England & Wales
Company Number: 03077747
VAT Number: 371 382 944
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APPLICATION OF TERMS

These Terms and Conditions are divided into two sections:

- (a) Commercial Works Terms; and
- (b) Repair & Maintenance Terms.

Unless otherwise expressly stated in writing:

- (i) the Commercial Works Terms shall apply to all project-based, scheduled or contract works; and
- (ii) the Repair & Maintenance Terms shall apply to minor works, reactive works and maintenance operations.

In the event of any ambiguity, the Contractor shall determine which terms apply, and such determination shall be final.

(a) TERMS AND CONDITIONS OF TRADING – COMMERCIAL

1 Definitions

In these conditions the following definitions shall apply:

“the Conditions” means these terms and conditions of trading, together with all of the terms and qualifications set out in the Contractor’s Quotation.

“the Price” means the price stated by the Contractor in its quotation to the Customer. For the avoidance of doubt, the Price is exclusive of Value Added Tax (“VAT”) at the appropriate rate.

“the Works” means the works specified within the Quotation.

“the Contractor” means Penman Leadwork & Roofing Ltd (Company number 17034011), trading as Lead Lads® under licence, whose registered office is at 12 Woodside,



Wrenthorpe, Wakefield, West Yorkshire, England, WF2 0LE and whose trading address is such address as may be notified in writing from time to time.

“the Brand” means Lead Lads®, a registered trademark used under licence by the Contractor.

“the Franchisor” means ONCOMMERCE LIMITED (Company number 17041814), whose registered office is at Club Chambers, Museum Street, York, YO1 7DN.

“the Contractor’s Representative” means Joseph Penman, Director of the Contractor, or such other party as notified in writing from time to time.

“the Customer” means the person(s), firm or company who purchases the supply of goods and services from the Contractor.

“the Customer’s Representative” means [NAME].

“Days” does not include weekends, Christmas Day, Good Friday or a day which under the Banking & Financial Dealings Act 1971 (or any amendment or modification thereto) is a bank holiday in England & Wales.

“the Quotation” means the Contractor’s formal written offer for carrying out and completing the Works.

“the Site” means the land and other places on which the Works are to be undertaken, any other land or place provided by the Customer for the purposes of the carrying out of the Works and any/all existing structures thereon and contents therein.

“Variation” means an addition to, omission from or change in the Works or the order or manner in which they are carried out.

2 Lead Lads® Brand and No Agency

2.1 The Contractor operates as an independent business under licence to use the Lead Lads® brand.

2.2 The Franchisor is not a party to any contract between the Contractor and the Customer and does not carry out, supervise, manage or control the Works.

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2.3 All contractual, operational and legal responsibility for the Works rests solely with the Contractor.

2.4 Nothing in the contract shall be construed as creating any agency, partnership, joint venture or employment relationship between the Contractor and the Franchisor.

2.5 The Customer acknowledges that Lead Lads® is a licensed trading brand only and that all works are undertaken solely by the Contractor in its own name and at its own risk.

2.6 The Contractor shall have no authority to bind the Franchisor in any manner whatsoever.

3 Acceptance of Conditions

Upon receipt of the Customer's acceptance of the Quotation (whether in writing, verbally or by conduct) the Customer is deemed to have accepted the Conditions.

The Conditions and the Quotation form the entire contract between the Contractor and the Customer to the exclusion of any/all other terms and conditions. Any variation of the Conditions shall be of no effect unless specifically agreed in writing by the Contractor's Representative.

The Conditions comprise the entire contract in writing for the purposes of The Housing Grants Construction and Regeneration Act 1996 (or any amendment or modification thereto) and The Local Democracy, Economic Development and Construction Act 2009 (or any amendment or modification thereto).

4 Price and Additional Works

4.1 The Customer will pay the Contractor the Price stated in the Quotation subject to any remeasure under clause 8.1, together with any amounts which become due and payable under this contract including a fair and reasonable allowance for Variations. No reduction in the Price shall be applicable unless agreed in writing by the Contractor's Representative.

4.2 The Customer shall pay the reasonable costs incurred by the Contractor in implementing any Variation to the Works, plus a reasonable addition for overhead and profit. For the avoidance of doubt, additional charges may be incurred in the event that any competent statutory authority stipulates that additional works need to be undertaken.

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4.3 Instructions given to the Contractor by the Customer that require a Variation must be in writing. Any Variation instruction shall be deemed to take effect from the date that it is received.

5 Time

If any stipulation is made in the Quotation or otherwise, as to commencement or completion of the performance of the Contract, the same shall be deemed to be an estimate only and not binding, unless otherwise agreed in writing by the Contractor's Representative.

The Contractor shall not be liable to the Customer or any third party for any losses attributable to any delay in respect of the commencement and/or completion of the Works or to lack of co-ordination and integration between the Works and/or any works undertaken by a third party not under the control of the Contractor.

6 Confidentiality

The Customer shall treat the contract as confidential and shall not disclose the content or any part thereof without the written consent of the Contractor's Representative.

7 Time extension

7.1 Notwithstanding Clause 5, the estimated period for the duration of the contract shall be extended by a reasonable period to take account of:

7.1.1 the Customer's instructions to the Contractor in respect of any Variation to the Works;

7.1.2 act of prevention or obstruction to the Works by the Customer or any other person(s) not under the control of the Contractor;

7.1.3 adverse weather conditions detrimental to the continuance of the Works;

7.1.4 the following causes beyond the Contractor's reasonable control:

(i) force majeure including, but not limited to, Acts of God, explosions, floods, earthquakes, tempest, fires, lightning, accidents, thefts, epidemics, pandemics, aircraft and other aerial devices or articles dropped therefrom or exceptionally adverse weather conditions;



(ii) war/conflict or threat of war/conflict, sabotage, insurrection, civil disturbance, riot, civil commotion or requisition;

(iii) acts, restrictions, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

(iv) import or export regulations or embargoes; or

(v) strikes, lockouts or other industrial actions or trade disputes, whether involving employees of the Contractor or of a third party; and

7.1.5 any suspension under clause 9.

8 Payment

8.1 The Contractor shall have the right to re-measure the Sub-Contract Works on completion. The computation of the final invoice or application for payment shall be subject to this clause.

8.2 The Contractor shall raise invoices or applications for payment at regular intervals on dates to be agreed with the Customer or in the absence of such agreement on or by the last working day of each month ("the valuation date"). The payment due date ("the payment due date") shall be 7 days from the valuation date. The final date for payment ("the final date for payment") shall be 21 days from the payment due date.

8.3 The amount to be included in the Contractor's invoice or application for payment shall be the value of work carried out on site, including additional works under clause 4, any materials and goods delivered to site (or held off site) for use in the Works, and any agreed fluctuations. It shall state:

(i) the sum that the Contractor considers to be due at the payment due date; and

(ii) the basis on which the sum is calculated including the appropriate deduction for the sum of amounts previously paid by the Customer to the Contractor.



Notices

8.4 In relation to every payment provided for by this contract, the Customer shall give a notice complying with clause 8.4 to the Contractor not later than 5 days after the payment due date ("the Customer Notice").

8.5 A Customer Notice shall specify:

- (i) the sum that the Customer considers to be or to have been due at the payment due date; and
- (ii) the basis on which that sum is calculated.

8.6 If the Customer does not give a Customer Notice under clauses 8.4 and 8.5, the Contractor's invoice or application for payment issued under clauses 8.2 and 8.3 shall be the payee's notice in default ("the Default Payment Notice").

Requirement to pay notified sum

8.7 Subject to any pay less notice given by the Customer under clause 8.9, the Customer shall pay the sum stated as due in the relevant notice on or before the final date for payment under clause 8.2.

8.8 The "notified sum" in relation to any payment provided for by this contract means any sum notified in accordance with clauses 8.4, 8.5, and 8.6 by the valid Customer Notice or the valid Default Payment Notice, whichever is applicable.

Pay Less Notice

8.9 Where the Customer intends to pay less than the sum stated as due in the relevant notice he shall not later than 7 days before the final date for payment, give the Contractor notice of that intention stating the sum that he considers due at the date the pay less notice is given and the basis on which that sum has been calculated.

8.10 In relation to the giving of notices under this clause 8 it is immaterial that the amount then considered to be due may be zero.



8.11 Where a Customer Notice has been given under clauses 8.4 and 8.5, or where an effective pay less notice is given under clause 8.9, but on the matter being referred to adjudication the adjudicator decides that more than the notified sum should be paid, the difference shall be construed as requiring payment no later than:

- (a) 7 days from the date of the decision; or
 - (b) the date which apart from the notice would have been the final date for payment,
- whichever is the later.

Failure to pay the amount due

8.12 Clause 8.7 shall not apply in relation to a payment provided by this contract where:

- (a) the Contractor has become insolvent; and
- (b) the insolvency has occurred after the prescribed period referred to in clause 8.9.

8.13 If the Customer fails to pay a sum, or any part of it, due to the Contractor under these Conditions by its final date for payment, he shall, in addition to any unpaid amount that should properly have been paid, pay the Contractor interest at the rate of 8% over the Bank of England base rate in accordance with the Late Payment of Commercial Debts [Interest] Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002, for the period from the final date for payment until the payment is made.

8.14 Outstanding accounts and interest under clause 8.13 shall be due as a debt and payable on demand. Acceptance of a payment of interest shall not in any circumstances be construed as a waiver either of the Contractor's rights to proper payment or of the Contractor's rights to suspend performance under clause 9 or terminate the contract under clause 10.

9 Suspension

In the event that the Customer fails to make payment pursuant to clause 8, the Contractor reserves the right to suspend the performance of any or all of its obligations under the contract subject to giving not less than 7 days written notice to the Customer ("suspension



notice”) stating the ground or grounds on which it is intended to suspend performance, until payment is made in full of the amount due.

The Customer shall be liable to pay to the Contractor a reasonable amount in respect of costs and expenses reasonably incurred by the Contractor as a result of suspending performance including but not limited to de-mobilisation and re-mobilisation costs.

10 Termination

In the event that the Customer:

- fails to make payment pursuant to these Conditions;
- commits an act of insolvency as defined in clause 16; or
- otherwise is in material breach of the provisions of this agreement

the Contractor reserves the right to provide the Customer with a written notice of its intention to terminate the contract (“termination notice”). In the event that the Contractor elects to terminate the contract, termination will take effect 14 days from the date of issue of the termination notice.

11 Insurance

11.1 The Customer’s obligations

The Customer shall ensure at all times that the Site is insured to the full value of reinstatement, replacement or repair of loss or damage caused by fire, lightning, explosion, storm, high winds, gales, flood, escape of water from any water tank, apparatus or pipe, earthquake, aircraft or other aerial devices or articles dropped therefrom, riot and civil commotion and all other foreseeable risks or hazards.

11.2 The Contractor’s obligations

The Contractor shall hold Employers Liability and Public Liability insurance for the carrying out of the Works. Copies of the Contractor’s insurance certificates will be provided on request.



12 Preparation of Site

Prior to the commencement of the Works and for the duration thereof, it shall be the responsibility of the Customer to provide protection and/or remove all satellite, television or radio equipment and any other fixtures, fittings attached thereto or in close proximity to the Site. The Customer shall also be entirely responsible for the condition of the Site.

13 Notice of structures

Prior to the commencement of the Works and for the duration thereof, the Customer shall provide written notice to the Contractor informing it of any glass roofs, glasshouses or neighbouring glass structures. Any such structures shall be incorporated into the contract between the parties.

Nonetheless, it is at the discretion of the Contractor to determine whether any of the aforementioned structures should be protected from damage resulting from the execution of the Works. The Contractor shall not be liable, whether direct or otherwise, for any loss or damage sustained to any glass structure not specified within the contract.

The Customer shall provide at no charge to the Contractor adequate electrical and water supplies accessible at the Site to enable the Contractor to execute the Contract Works.

14 Commencement of Work

Any order received from the Customer to the Contractor to commence the Works by a certain date shall include a representation to the Contractor that the Site is ready for the Contractor to commence the Works in a continuous, uninterrupted manner from that date.

The Customer shall give the Contractor not less than 28 days notice of the date upon which the Customer requires the materials to be on the Site or such other notice period as agreed between the Customer's Representative and the Contractor's Representative.

Where applicable, on delivery of the materials to the Site, the Customer shall at its own cost immediately unload and store the materials in a suitably dry and secure place of storage. The Customer shall inspect and be deemed to have accepted the materials while unloading unless the Customer has reported in writing any damage to the same to the carrier and to the Contractor within 7 days of the date of unloading of the materials.



15 Existing defects and water penetration to premises

The Contractor shall not be liable for any damage or loss attributable to any existing defect(s) in the existing structure on the Site. The Contractor shall not be liable for any damage or loss attributable to the Site and/or any of the Customer's premises by reason of water penetration or otherwise during the carrying out of the Works.

16 Insolvency of Customer

If the Customer becomes insolvent (for the purpose of Customer insolvency the Insolvency Act 1986 including any amendment or re-enactment thereof shall apply) the Contractor shall be at liberty (but not bound) at any time thereafter:

16.1 to terminate the contract by written notice pursuant to clause 10 and to collect all materials, goods, tools or articles of any description including any sent to the Customer (save those already fixed, fitted and/or installed to the property to which the Works are being carried out) for any purpose; or

16.2 to give the appointed insolvency practitioner or other person the option of carrying on with the contract subject to it providing a guarantee up to the amount to be agreed for the due and faithful execution of the contract.

17 Third party contracts

The Contractor is not bound expressly or impliedly by the terms of any third party contract and shall have no obligation (express or implied) other than to carry out its obligations under the contract pursuant to the Conditions.

18 Total liability of the Contractor

Notwithstanding any breach of the contract by the Contractor, the total liability (whether in contract, tort, negligence, non-fraudulent misrepresentation, breach of statutory duty or otherwise) of the Contractor arising under and/or in connection with the contract shall not exceed the reasonable cost of any remedial works or the total value of the contract, whichever shall be the lesser.



The Customer acknowledges that the limitations and exclusions of the obligations and liabilities of the Contractor set out herein are reasonable, and the Customer shall accept the risk and/or insure accordingly.

PROVIDED THAT nothing herein shall be construed as purporting to exclude or restrict any liability of the Contractor to the Customer for personal injury or death emanating from negligence, statutory liability or any exclusion or limitation that is prohibited by law.

19 Third party rights

The contract is for the sole benefit of the parties to the contract and terms that make reference to third parties are not to be construed as terms purporting to confer benefits upon third parties. It is not the intention of the parties to the contract that any terms hereof should be enforceable by anyone other than the parties to the contract.

For the avoidance of doubt, no customer or third party shall have any right of action against the Franchisor arising out of or in connection with the Works.

20 Quality and Defects

The Contractor shall at its own cost and expense make good any defective or damaged work to the Works carried out by the Contractor, subject to clause 15 and PROVIDED ALWAYS that the Customer shall give the Contractor a reasonable opportunity to inspect and make good such damage or defective work before the Customer may reject such work.

21 Design, selection of materials and design co-ordination

The Contractor covenants that:

- (a) insofar as the Works comprise any design; and
- (b) in selecting and using materials and products and the mixing of compounds (including mortar mixes),

the Contractor shall exercise the reasonable skill and care as would be expected of a qualified and competent designer designing works of a similar size, cost and complexity as the Contract Works or selecting materials and products and/or mixing compounds



PROVIDED ALWAYS that the Contractor shall not be responsible for co-ordinating the design of the Works with the works of any third party not under the control of the Contractor.

22 Workmanship

The Contractor will carry out the Works in a good and workmanlike manner.

23 Assignment

Neither party shall assign its respective rights under the contract without the written consent of the Customer's Representative and the Contractor's Representative.

24 Title to the goods

Title to goods and materials required for the purposes of the Works shall not pass to the Customer until such time as the Customer has paid to the Contractor the Contract Price in full.

25 Copyright

Copyright in all quotations, plans, drawings, specifications, reports, schedules and other documentation produced by the Contractor for the purposes of the Contract Works shall remain vested in the Contractor.

26 Construction (Design and Management) Regulations 2015

The Customer and the Contractor shall discharge their duties under the Construction (Design and Management) Regulations 2015 and any amendment or modification thereto and under all applicable Health and Safety legislation.

The Customer shall in no way hinder or prevent the Contractor from doing so and shall indemnify and hold harmless the Contractor against and from any claims, costs, damages, expenses, liabilities and losses suffered or incurred by it, howsoever and whensoever arising, from the Customer's own failure to do so.



27 Waiver

No failure or delay by either the Contractor or the Customer in exercising any right, power or privilege under the contract shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.

28 Conflict of documents

In the event of any conflict arising between the contract documentation, the Conditions will prevail.

29 Severability

If any of the Conditions shall in whole or in part be held to be illegal or unenforceable under any enactment or rule of law that condition or part thereof shall be deemed not to form part of the Conditions and the enforceability of the remainder of the Conditions shall not be affected.

30 Governing law

The contract shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the courts of England to determine any claim, debt, dispute and/or difference arising under and/or in connection with the contract (inclusive of questions of construction/interpretation).

31 Mediation

The parties to the contract shall endeavour to resolve in good faith any dispute and/or difference arising under and/or in connection with the contract by mediation.

In the event that the parties refer any dispute to mediation then it shall be administered by the Centre for Dispute Resolution ("CEDR"). The mediation shall be conducted in accordance with CEDR's mediation rules/guidelines (current at the date of the contract), which sets out the procedures to be adopted and the process for selection of a mediator, and which terms are hereby deemed incorporated.



32 Adjudication

Where the contract is a construction contract within the meaning of the Housing Grants Construction and Regeneration Act 1996 (including any amendment or re-enactment thereof) either party may, at any time, refer any dispute and/or difference arising out of and/or in connection with the contract to adjudication in accordance with the Scheme for Construction Contracts (England & Wales) Regulations 1998 (including any amendment thereto) ("the Scheme") and any such adjudication shall be conducted in accordance with the provisions of the Scheme.

33 Service of notices

Any notice to be served pursuant to these terms and conditions must be in writing and must be served by hand, or pre-paid post and delivered to the address stated in the contract, or in the case of a corporation it must be addressed to its registered office and marked for the attention of the Customer's Representative or Contractor's Representative, as appropriate.

Service shall take effect, if given by hand, with immediate effect, or if given by post, 2 Working Days after posting.

(b) TERMS AND CONDITIONS OF TRADING – REPAIR AND MAINTENANCE

Issued by:

Penman Leadwork & Roofing Ltd
Trading as **Lead Lads®** under licence
Company No. 17034011

1 Definitions

In these conditions the following definitions shall apply:

"the Conditions" means these terms and conditions of trading, together with all of the terms and qualifications set out in the Contractor's Quotation.

"the Price" means the sum specified and/or the amount calculated in accordance with the rates and prices stated by the Contractor in its quotation to the Customer. For the

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avoidance of doubt, the Price is exclusive of Value Added Tax ("VAT") at the appropriate rate.

"the Works" means the works specified within the Quotation.

"the Contractor" means Penman Leadwork & Roofing Ltd (Company number 17034011), trading as Lead Lads® under licence, whose registered office is at 12 Woodside, Wrenthorpe, Wakefield, West Yorkshire, England, WF2 0LE and whose trading address is such address as may be notified in writing from time to time.

"the Brand" means Lead Lads®, a registered trademark used under licence by the Contractor.

"the Franchisor" means ONCOMMERCE LIMITED (Company number 17041814), whose registered office is at Club Chambers, Museum Street, York, YO1 7DN.

"the Contractor's Representative" means Joseph Penman, Director of the Contractor, or such other party as notified in writing from time to time.

"the Customer" means the person(s), firm or company who purchases the supply of goods and services from the Contractor.

"the Customer's Representative" means [NAME].

"Days" does not include weekends, Christmas Day, Good Friday or a day which under the Banking & Financial Dealings Act 1971 (or any amendment or modification thereto) is a bank holiday in England & Wales.

"the Quotation" means the Contractor's formal written offer for carrying out and completing the Works.

"the Site" means the land and other places on which the Works are to be undertaken, any other land or place provided by the Customer for the purposes of the carrying out of the Works and any/all existing structures thereon and contents therein.

"Variation" means an addition to, omission from or change in the Works or the order or manner in which they are carried out.

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2.1 The Contractor operates as an independent business under licence to use the Lead Lads® brand.

2.2 The Franchisor is not a party to any contract between the Contractor and the Customer and does not carry out, supervise, manage or control the Works.

2.3 All contractual, operational and legal responsibility for the Works rests solely with the Contractor.

2.4 Nothing in the contract shall be construed as creating any agency, partnership, joint venture or employment relationship between the Contractor and the Franchisor.

2.5 The Customer acknowledges that Lead Lads® is a licensed trading brand only and that all works are undertaken solely by the Contractor in its own name and at its own risk.

2.6 The Contractor shall have no authority to bind the Franchisor in any manner whatsoever.

3 Acceptance of Conditions

The Conditions and the Quotation form the entire contract between the Contractor and the Customer to the exclusion of any/all other terms and conditions. Any variation of the Conditions shall be of no effect unless specifically agreed in writing by the Contractor's Representative.

4 Price and Additional Works

4.1 The Customer will pay the Contractor the Price stated in the Quotation or the amount calculated in accordance with the rates and prices stated in the Quotation together with any amounts which become due and payable under this contract including a fair and reasonable allowance for Variations. No reduction in the Price shall be applicable unless agreed in writing by the Contractor's Representative.

4.2 Instructions given to the Contractor by the Customer that require a Variation must be in writing. Any Variation instruction shall be deemed to take effect from the date that it is received.

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5 Customer's Duties

The Customer shall provide to the Contractor access to areas and facilities required and stated in the Quotation. The Customer shall provide at no charge to the Contractor adequate electrical and water supplies accessible at the Site to enable the Contractor to execute the Contract Works.

6 Confidentiality

The Customer shall treat the contract as confidential and shall not disclose the content or any part thereof without the written consent of the Contractor's Representative.

7 Time

7.1 If any stipulation is made in the Quotation or otherwise, as to commencement or completion of the performance of the Contract, the same shall be deemed to be an estimate only and not binding, unless otherwise agreed in writing by the Contractor's Representative.

7.2 The Contractor shall not be liable to the Customer or any third party for any losses attributable to any delay in respect of the commencement and/or completion of the Works or to lack of co-ordination and integration between the Works and/or any works undertaken by a third party not under the control of the Contractor.

7.3 The Contractor shall not be liable for any failure or delay in performing its obligations where such delay or failure results from the following causes which are beyond the Contractor's reasonable control:

- (i) the Customer's instructions to the Contractor in respect of any Variation to the Works;
- (ii) act of prevention or obstruction to the Works by the Customer or any other person(s) not under the control of the Contractor;
- (iii) adverse weather conditions detrimental to the continuance of the Works;



(iv) force majeure including, but not limited to, Acts of God, explosions, floods, earthquakes, tempest, fires, lightning, accidents, thefts, epidemics, pandemics, aircraft and other aerial devices or articles dropped therefrom or exceptionally adverse weather conditions;

(v) war/conflict or threat of war/conflict, sabotage, insurrection, civil disturbance, riot, civil commotion or requisition;

(vi) acts, restrictions, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

(vii) import or export regulations or embargoes; or

(viii) strikes, lockouts or other industrial actions or trade disputes, whether involving employees of the Contractor or of a third party.

8 Payment

8.1 The Customer shall pay the Contractor in full on completion of the Works including VAT at the appropriate rate.

8.2 If the Customer fails to pay the Contractor in full in accordance with clause 8.1, he shall, in addition to any unpaid amount that should properly have been paid, pay the Contractor interest at the rate of 8% over the Bank of England base rate in accordance with the Late Payment of Commercial Debts [Interest] Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002, for the period from the final date for payment until the payment is made.

8.3 Outstanding accounts and interest under clause 8.2 shall be due as a debt and payable on demand.

9 Insurance

9.1 The Customer's obligations

The Customer shall ensure at all times that the Site is insured to the full value of reinstatement, replacement or repair of loss or damage caused by fire, lightning, explosion, storm, high winds, gales, flood, escape of water from any water tank, apparatus or pipe,



earthquake, aircraft or other aerial devices or articles dropped therefrom, riot and civil commotion and all other foreseeable risks or hazards.

9.2 The Contractor's obligations

The Contractor shall hold Employers Liability and Public Liability insurance for the carrying out of the Works. Copies of the Contractor's insurance certificates will be provided on request.

10 Preparation of Site

Prior to the commencement of the Works and for the duration thereof, it shall be the responsibility of the Customer to provide protection and/or remove all satellite, television or radio equipment and any other fixtures, fittings attached thereto or in close proximity to the Site. The Customer shall also be entirely responsible for the condition of the Site.

11 Notice of structures

Prior to the commencement of the Works and for the duration thereof, the Customer shall provide written notice to the Contractor informing it of any glass roofs, glasshouses or neighbouring glass structures. Any such structures shall be incorporated into the contract between the parties.

Nonetheless, it is at the discretion of the Contractor to determine whether any of the aforementioned structures should be protected from damage resulting from the execution of the Works. The Contractor shall not be liable, whether direct or otherwise, for any loss or damage sustained to any glass structure not specified within the contract.

The Customer shall provide at no charge to the Contractor adequate electrical and water supplies accessible at the Site to enable the Contractor to execute the Contract Works.

12 Existing defects and water penetration to premises

The Contractor shall not be liable for any damage or loss attributable to any existing defect(s) in the existing structure on the Site. The Contractor shall not be liable for any



damage or loss attributable to the Site and/or any of the Customer's premises by reason of water penetration or otherwise during the carrying out of the Works.

13 Third party contracts

The Contractor is not bound expressly or impliedly by the terms of any third party contract and shall have no obligation (express or implied) other than to carry out its obligations under the contract pursuant to the Conditions.

14 Total liability of the Contractor

Notwithstanding any breach of the contract by the Contractor, the total liability (whether in contract, tort, negligence, non-fraudulent misrepresentation, breach of statutory duty or otherwise) of the Contractor arising under and/or in connection with the contract shall not exceed the reasonable cost of any remedial works or the total value of the contract, whichever shall be the lesser.

The Customer acknowledges that the limitations and exclusions of the obligations and liabilities of the Contractor set out herein are reasonable and the Customer shall accept the risk and/or insure accordingly.

PROVIDED THAT nothing herein shall be construed as purporting to exclude or restrict any liability of the Contractor to the Customer for personal injury or death emanating from negligence, statutory liability or any exclusion or limitation that is prohibited by law.

15 Third party rights

The contract is for the sole benefit of the parties to the contract and terms that make reference to third parties are not to be construed as terms purporting to confer benefits upon third parties. It is not the intention of the parties to the contract that any terms hereof should be enforceable by anyone other than the parties to the contract.

For the avoidance of doubt, no customer or third party shall have any right of action against the Franchisor arising out of or in connection with the Works.



16 Quality and Defects

The Contractor shall at its own cost and expense make good any defective or damaged work to the Works carried out by the Contractor, subject to clause 12 and PROVIDED ALWAYS that the Customer shall give the Contractor a reasonable opportunity to inspect and make good such damage or defective work before the Customer may reject such work.

17 Workmanship

The Contractor will carry out the Works in a good and workmanlike manner.

18 Assignment

Neither party shall assign its respective rights under the contract without the written consent of the Customer's Representative and the Contractor's Representative.

19 Title to the goods

Title to goods and materials required for the purposes of the Works shall not pass to the Customer until such time as the Customer has paid to the Contractor the Contract Price in full.

20 Construction (Design and Management) Regulations 2015

The Customer and the Contractor shall discharge their duties under the Construction (Design and Management) Regulations 2015 and any amendment or modification thereto and under all applicable Health and Safety legislation.

The Customer shall in no way hinder or prevent the Contractor from doing so and shall indemnify and hold harmless the Contractor against and from any claims, costs, damages, expenses, liabilities and losses suffered or incurred by it, howsoever and whensoever arising, from the Customer's own failure to do so.

21 Waiver

No failure or delay by either the Contractor or the Customer in exercising any right, power or privilege under the contract shall impair the same or operate as a waiver of the same nor



shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege.

22 Severability

If any of the Conditions shall in whole or in part be held to be illegal or unenforceable under any enactment or rule of law that condition or part thereof shall be deemed not to form part of the Conditions and the enforceability of the remainder of the Conditions shall not be affected.

23 Governing law

The contract shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the courts of England to determine any claim, debt, dispute and/or difference arising under and/or in connection with the contract (inclusive of questions of construction/interpretation).

24 Service of notices

Any notice to be served pursuant to these terms and conditions must be in writing and must be served by hand, or pre-paid post and delivered to the address stated in the contract, or in the case of a corporation it must be addressed to its registered office and marked for the attention of the Customer's Representative or Contractor's Representative, as appropriate.

Service shall take effect, if given by hand, with immediate effect, or if given by post, 2 Working Days after posting.