

HED SOLUTIONS COMPANY POLICY

POLICY TITLE	REVISION	RELEASE DATE	PREPARED BY
BUSINESS TERMS AND CONDITIONS	1	22-OCT-2024	HILL R.

Co-ordination and Approvals

Comments from the architect, building regulations, and main contractor will be incorporated to achieve approval, any further alternations to the brief will be charged. It is the sole responsibility of the architect to approve all setting out and general arrangement drawings before the construction issue.

Insurances & Warranties

Professional indemnity insurances are held by HED Solutions Ltd and are included in the overall charges. For the purpose of clarity, further warranties and insurances remains the responsibility of the supplier/professional as outlined below:

Combustible Materials & Fire Safety:

HED Solutions cannot comment, offer opinion or specify any material relating to fire safety. This responsibility rests with the fire engineer of the project. The architect remains responsible for the specification of all materials and these materials must be checked and signed off by fire engineer.

Foundations and Ground Conditions:

We will provide foundation designs with basic assumptions including 100kPa bearing capacity. Ground conditions, nearby trees, underground services, ground water etc. are the responsibility of the building inspector and must be checked and signed off by a Geotechnical Engineer.

Standard Terms of Agreement for Professional Services

1. Definitions

- 1.1 The Company: means HED Solutions Ltd; a company registered in England, No. 12287773
- 1.2 The Client: means the person or organization that orders the work and to whom the work is usually invoiced.
- 1.3 Scope or Works: means the services to be provided by the company.
- 1.4 Quotation: shall mean the quotation or cost estimate to which these conditions are attached.
- 1.5 Site: shall mean the place identified as such in the quotation.

2. Payments

- 2.1 Payments are due per the terms stated in the agreed estimate / quotation prior within the period stated on the invoice.
- 2.2 If payment is not received within 30 days of receipt of invoice by the client, statutory interest will be applied.
- 2.3 The Client also agrees to pay any cost of collection including recovery costs and legal fees.
- 2.4 Where a site visit has taken place this must be paid for regardless of whether the project goes ahead or not.

3. Documentation

- 3.1 Format: All documents are issued in PDF format via email or suitable file transfer protocol for efficiency.
- 3.2 Delivery Addresses: HED Solutions Ltd can send you documents to the e-mail address that is provided.
- 3.3 Hard copies are available at an additional cost of £25.
- 3.4 3.4. The information provided will be in a format suitable under Building Regulations or the Planning Authority for the specific items ordered but will not include full construction drawings.

4. Provision of the Good(s)

- 4.1 HED Solutions Ltd cannot be held responsible for any decision made by approved Building Control Officers or delegated service providers and the liability of HED Solutions Ltd is limited to the specific elements designed.
- 4.2 If queries are raised on the design related to the work undertaken by HED Solutions Ltd by the Building Control officer we will deal with these as efficiently as possible. There will not normally be any additional charge for this work.
- 4.3 If additional information is requested by the Building Control Officer which in our opinion is either unnecessary or couldn't have been foreseen at the time the order was placed then we reserve the right to make an additional charge for this work.

5. Liability

- 5.1 HED Solutions Ltd cannot be held responsible for any other parts of the structure other than the specifics we have designed for and will not make any assessment of any other element of the structure.
- 5.2 We have not checked or coordinated dimensional accuracy. All dimensions should be obtained or verified by accurate site measurement.
- 5.3 If the design drawings and recommendations made by HED Solutions are not strictly adhered to, the assumptions made within the design calculations will not be valid, unless we are to informed immediately and alterations are made, otherwise no liability will be assumed for construction which is not in accordance with the design.

6. Insurance

- 6.1 The client agrees that HED Solutions Ltd's liability for any damage on account of any claimed error, omission, wrongful conduct, or professional negligence will be limited to an amount no more than 3 times of the fee within the agreement. HED Solutions Ltd, its agents and employees shall not be liable for any loss of profit or any claim or demand against Client by any other party. In no event shall HED Solutions Ltd be liable for special, consequential, or exemplary damages, or for damages due to delay in work. No action, regardless of form, arising out of the service under this Agreement, may be brought by the client for more than two (2) years after the act or omission giving rise to a cause of action has occurred. We currently maintain the following insurance policies: Professional Indemnity: £1,000,000