



MODULAR 500

DESIGN | MANUFACTURE
DEPLOY | MAINTAIN

TERMS OF BUSINESS

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ABOUT US

Modular500 are bespoke modular building designers and manufacturers, with an industry leading team, utilising the very latest in modern materials, coupled with traditional craftsmanship.

The company was established in 2010, now based at our headquarters in Chesterfield, Derbyshire, we have a network of facilities throughout the UK, ensuring that we have the production capacity to fulfil both the requirements of our highly valued existing client base and the ability to service new client instructions.

Modular 500 work with our clients and their appointed teams from initial design, through engineering and manufacture, to installation and commissioning, utilising our fully accredited and highly experienced team. We are well versed in the integration with existing client project teams and have experience in marrying the demands and aspirations of both landlord and occupier.

PROJECT PHASES

- Phase 1 – Preparation and Brief
- Phase 2 – Design and Costing
- Phase 3 – Contract Review
- Phase 4 – Technical Design and Procurement
- Phase 5 – Construction
- Phase 6 – Deployment and Handover
- Phase 7 – Review and Learnings

PREVENTATIVE MAINTENANCE & FACILITIES MANAGEMENT

Many of our clients enter maintenance packages with Modular500 for comprehensive post-delivery services to ensure the seamless operation and longevity of their units.

We take pride in offering maintenance services on both reactive and proactive bases, catering to a diverse range of needs and requirements.

Key elements of our maintenance contracts are servicing, cleaning and re-branding, which allows our clients to maintain a polished and professional appearance for their units. A clean and well-maintained unit not only reflects positively on their brand image but also enhances customer experience.

In addition to routine maintenance, our clients benefit from our rapid and efficient reactive emergency repair services. We understand that unexpected issues can arise at any time, potentially disrupting their operations and causing inconveniences to their customers. Therefore, our 24-hour helpdesk is always ready to respond promptly to any emergencies, providing swift resolutions and ensuring minimal downtime.

At Modular500, we believe in fostering long-term partnerships with our clients, and our maintenance contracts are designed to cater to their specific needs and preferences. Our team of highly skilled and experienced technicians works diligently to keep their units in peak condition, proactively identifying potential issues and addressing them before they escalate into problems.

With our comprehensive post-delivery maintenance services, our clients can focus on their core business activities, knowing that their units are in safe hands.

PACKAGES	
FULL FM	£225 PER PREVENTATIVE SITE VISIT £160 initial call out charge plus £65/hour (after initial 2 hours) on site plus cost of materials
PREVENTATIVE ONLY	£250 PER SITE VISIT
REACTIVE ONLY	£180 initial call out charge plus £70/hour (after initial 2 hours) on site plus cost of materials

THIRD PARTIES

We appreciate that some of our clients already have suppliers and partnerships in place with third parties for completing some of the services required in our modular buildings.

As a company committed to excellence and efficiency, collaborating directly with contractors allows us to foster strong relationships and deliver exceptional results on every project we undertake, we are therefore always delighted to welcome client direct contractors to our production facilities and site installations.

In our factory, the collaboration with client direct contractors enhances the manufacturing process. Our skilled workforce combines their expertise with the contractors' specialised knowledge to optimise production techniques, resulting in high-quality products that meet or exceed expectations. This close working relationship also enables us to adapt to any changes or modifications promptly, maintaining the project's momentum without compromising on quality.

Onsite, the advantages are equally compelling. By working hand-in-hand with direct contractors, we can closely monitor progress, address challenges proactively, and ensure strict adherence to safety protocols.

Furthermore, as a company that takes pride in its versatility, we are equipped to take on the role of Principal Contractor and Project Co-Ordinator when required. This responsibility allows us to demonstrate our comprehensive project management skills, ensuring that all aspects of the project are meticulously planned and executed.

In conclusion, our happiness in collaborating with client direct contractors in our factory and onsite stems from the collaborative spirit, efficient communication, and exceptional results it fosters. We remain committed to delivering excellence and building lasting partnerships with all stakeholders involved.

DEPLOYMENT & INSTALLATION

The modules are designed to be 'top lifted' i.e., the unit is craned into position wherever possible by simply attaching the structure to the pre installed lifting points on the roof and utilizing a crane or HIAB attached to the delivery wagon. The building will be levelled to accommodate any variation in the landlord's floor surface, to ensure level module installation. This approach will allow the site installation time to be limited and thereby minimise disturbance to the landlord's estate (this should further allow for daytime installation rather than incurring the additional cost of night-time working).

Where necessary, in those locations where a simple crane operation is restricted, the building will be placed on industrial skates and rolled to its final position.

In extreme locations, where a crane operation is not viable, such as inside a rail station or airport, for example, the building can be deconstructed in the factory and re-assembled on site.

Construction (Design and Management) Regulations - Many landlords will require the pre-agreement of Risk Assessments and Method Statements associated with the installation works, under the auspices of the Construction Design and Management Regulations 2015, as amended. If we are instructed to deploy and install the finished units from the factory on your behalf or on behalf of the landlord, we will manage this function for you, as required.

COMMISSIONING & HANDOVER

Practical completion at the factory is a milestone that signifies the conclusion of the manufacturing and assembly of the modular building components. During this phase, all the individual modules are fabricated and inspected for compliance with design specifications and quality standards. Once the modular units are deemed ready for transportation and installation, they are carefully loaded and transported to site.

Following the transportation of the modular units to the site, the commissioning phase commences. Commissioning involves the testing of the building's systems, such as electrical, plumbing, HVAC, and fire safety, to ensure they operate efficiently and safely. This stage ensures that the integrated systems work harmoniously together and meet the client's requirements – this is a stage usually completed by the landlord, however, we can assist here should this be a requirement.

The modular building(s) are officially handed over to the client or end-user. A comprehensive inspection is conducted, and any outstanding issues are addressed to achieve full compliance with the project's scope. Once the building is deemed satisfactory, the client takes possession.

Following the handover, an Operations and Maintenance (O&M) manual is prepared and issued to the client. This manual serves as a detailed guide that provides essential information on the building's systems, maintenance schedules, troubleshooting procedures, and safety protocols. The O&M manual equips the client with the necessary knowledge and tools to effectively manage the modular building(s) and ensure its optimal performance and longevity.

In conclusion, the journey from practical completion at the factory to commissioning and eventual handover, culminating in the issuance of an O&M manual, is a well-coordinated and critical process in delivering functional, reliable, and efficient modular buildings to satisfied clients. Each stage plays a vital role in ensuring that the finished modular structure meets the highest standards of quality, safety, and functionality.

CONTRACTUAL ITEMS

Design Responsibility and Liability

Modular500 shall carry out design works in accordance with the agreed design brief and statutory requirements applicable to the project. Design responsibility shall be limited to those elements expressly undertaken by Modular500.

Modular500 accepts no liability for design information, drawings, specifications or instructions provided by others, including the Client, the Client's consultants, or third parties.

The aggregate liability of Modular500 under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the lesser of (a) the total Contract Sum or (b) the value of Modular500's professional indemnity insurance in force at the time of the event giving rise to the claim.

No claim shall be made against Modular500 more than six years after Practical Completion.

Insurance and Risk

Modular500 maintains insurance cover appropriate to the nature of its operations, including:

- Public Liability – £5,000,000
- Employer's Liability – £10,000,000
- Product Liability – £5,000,000
- Professional Indemnity – £10,000,000 (any one claim)

Risk in the goods and materials shall pass to the Client upon delivery to site and practical completion. Title shall pass only upon receipt of full payment. Modular500 shall not be liable for any loss or damage after delivery unless directly caused by its negligence.

Payment Terms

Unless otherwise agreed in writing, payment shall be made as follows:

- 50% deposit upon order to secure production slot. (Due on receipt)
- 40% upon completion of factory manufacture.
- 10% upon delivery to site and Practical Completion.

All invoices are payable within 14 **days** of the invoice date. Modular500 reserves the right to charge interest on late payments at **8% above the Bank of England base rate** in accordance with the *Late Payment of Commercial Debts (Interest) Act 1998*.

If payment is not received within 14 days of written notice of default, Modular500 may **suspend works** without liability until payment is made, and any resulting delay shall entitle an extension of time and cost recovery.

Delays and Extensions of Time

If the progress of the works is delayed by any cause beyond Modular500's control, including but not limited to adverse weather, shortage of materials, industrial action, delay by the Client or third parties, or any act of God, Modular500 shall be entitled to a reasonable extension of time and reimbursement of any demonstrable additional costs.

Modular500 shall not be liable for any indirect, consequential, or economic losses arising from such delays.

Variations and Changes

No alteration, addition, or omission shall be made to the agreed design or specification except by a **written variation instruction** issued by the Client and accepted by Modular500.

All variations shall be priced and agreed prior to implementation, and any impact on programme or cost shall be confirmed in writing.

Defects and Warranty Enforcement

The warranties stated herein shall apply subject to the following:

- The Client shall notify Modular500 in writing of any defect within 7 **days** of discovery and within the warranty period.
- Modular500 shall be afforded reasonable access and time to inspect and remedy such defect.
- Warranties shall not apply to defects caused by misuse, neglect, alteration, or repair by others.
- Any unauthorised modification to the unit will void the warranty.

Health, Safety and CDM Regulations

Where Modular500 acts as **Principal Contractor** and/or **Principal Designer** under the *Construction (Design and Management) Regulations 2015*, such duties shall be limited to the scope of Modular500's appointment.

The Client shall provide all necessary pre-construction information and ensure that other duty holders cooperate with Modular500 to enable compliance with CDM Regulations.

Dispute Resolution

In the event of any dispute or difference arising under this Contract, the parties shall first seek to resolve the matter amicably through senior management discussions.

If unresolved within 14 days, either party may refer the dispute to **mediation** under the *Centre for Effective Dispute Resolution (CEDR)* model procedure.

Should mediation fail, either party may refer the dispute to **adjudication** under the *Housing Grants, Construction and Regeneration Act 1996 (as amended)*. This Contract shall be governed by and construed in accordance with the laws of **England and Wales**, and the parties submit to the exclusive jurisdiction of the English courts.

Termination

Modular500 may terminate this Contract immediately by written notice if:

- The Client fails to pay any sum due within 14 days of written notice of default;
- The Client becomes insolvent or ceases trading; or
- The Client commits any other material breach not remedied within 14 days of notice.

Upon termination, Modular500 shall be entitled to payment for all work executed, materials manufactured or procured, and all costs of demobilisation and loss of profit on the uncompleted balance.

The Client may terminate for convenience by giving 30 days' written notice and paying all costs incurred to date, including reasonable demobilisation and loss of profit.

Precedence and Exclusions

These Terms of Business shall take precedence over any other conditions issued by the Client or any third party unless expressly agreed in writing by a Director of Modular500.

Where a conflict arises between these Terms and any other document, **these Terms shall prevail.**

The exclusions listed in *General Exclusions* shall apply to all quotations unless specifically overridden in writing by Modular500.

Confidentiality and Data Protection

Both parties shall treat all information exchanged in connection with the project as confidential and shall not disclose it to any third party without written consent, except as required by law.

Modular500 shall comply with the requirements of the *UK General Data Protection Regulation (GDPR)* and the *Data Protection Act 2018* in respect of any personal data processed as part of its works.

CLARIFICATIONS & EXEMPTIONS

Additional Specification Items for Consideration

- Need to review site positions prior to deployment
- Review site works required
- Finalise design

General Inclusions

- All works are undertaken by our engineers/technicians who are professional and competent, with the qualifications, training and experience required. They will attend the designated site(s) with the correct tools, equipment, manuals and knowledge necessary. All staff carry photographic ID.
- Electronic copy of the Operation and Maintenance (O&M) Manual, complete with a copy of 'As Built' drawings.
- We have assumed good and clear access to the work area
- We have allowed for a Pre-Start on site meeting attendance and a further Pre- Deployment visit to site.
- We have assumed site will provide access to staff welfare facilities (toilets)
- This quotation is subject to our General Terms and Conditions of Sale.
- It is assumed for the purpose of this quotation that there will be adequate access for a large rigid or articulated vehicle to the site. If the vehicle has to cross unmade ground, the responsibility is that of the purchaser who is required to provide battens, hard-core or the like. Excessive waiting time on site by our vehicle will be chargeable.
- Please note if site installation has been allowed for in our quotation, it is based on normal weekday installation, and is subject to a site survey
- Please note if crane use has been allowed for in our quotation, it is based on normal weekday working hours and is subject to a site survey.
- This quotation remains open for acceptance for a period of 30 days from the date of this quotation.
- Our quoted specification is subject to an SBEM calculation being carried out (by the client) to confirm compliance in conjunction with any third party works, any changes required to achieve compliance will need to be assessed for feasibility and cost implications.
- If delivery of the building is delayed for reasons beyond our control and storage of the building is required at our factory, we cannot be held responsible for any damage incurred due to water ingress and condensation.
- It is assumed that the purchaser has established that the site has sufficient ground bearing pressure for the proposed development. In view of this our design is based.
- This quotation is subject to the availability of the requisite materials.
- Our quotation is prepared from the information provided to us and any amendments required to our design by the Local Authority Planning Department, Building Control Officer, Fire Officer, Water Authority and Environmental Office may involve additional costs.
- We require an official written order, confirming any Purchase Order Number, name and address of whom to invoice along with payee contact details, to enable us to mobilise the works.

General Exclusions

- Groundwork's (i.e. foundations, paving, landscaping, brickwork etc.).
- Any work in connection with services to and from the building (i.e. gas, water, electricity, telephones and drainage), including connections.
- Firefighting equipment.
- Fire and security alarm installations.
- Telephone and Data / IT installations.
- Lightning Protection installation.
- Forming of access to the site, including taking down of any overhead cables.
- Steps, ramps and landings.
- Planning and Building Regulation fees.
- Pin boards, Chalkboards, Notice boards, and all other furniture / internal fittings (unless otherwise stated).
- 'Secure by Design' for windows and doors.
- Site security / fencing.
- Liquidated Damages, Performance Bond, Provisional Sums, Contingency Sums or Main Contractors Discount.
- Energy Performance Certificate (required to pass SBEM).
- Air Pressure Test (required to pass SBEM).
- BREEAM.
- Any roof protection / fall arrest systems.
- Site welfare facilities.
- Trackway / road closures / traffic management etc that may be required for installation.
- Any scaffolding or access equipment.
- Any mechanical or electrical works.
- Fire stopping of any penetrations through our walls by other contractors.
- All items other than those specifically identified within our quotation as being included.
- Supply or fit of any external signage or associated works.

WARRANTIES

The modules will have a design life of at least 50 years.

The buildings benefit from a 25 year structural warranty to cover structural load bearing elements of the building, to include steel framing, roof and floor joists.

The building will be further provided with a 5 year product warranty to include; the external structural shell of the building, roof and covering, fascia, wall panels, floor decking etc.

The building will also benefit from a 12 month manufacturing warranty to cover any defect to the whole of the building.

PRODUCTION FACILITIES



Our company takes great pride in the ownership of state-of-the-art manufacturing facilities strategically situated in Chesterfield, Derbyshire.

With cutting-edge technology and skilled personnel at our disposal, we ensure the highest level of craftsmanship and precision in every product that bears our name.

These manufacturing facilities stand as a testament to our quality, allowing us to deliver products that exceed expectations and maintain our position as an industry leader.

ACCREDITATIONS



SafeContractor is an accreditation scheme that assesses the health and safety competency of contractors and service providers. Customers have a legal obligation to ensure that external contractors and service providers working on their premises operate in a safe way. There is therefore a need to assess contractor's health and safety arrangements and increasingly this is being carried out through SafeContractor, with many large organisations using it as their primary selection criterion.



ISO 9001 is an international standard for quality management systems (QMS). It outlines guidelines to enhance organizational efficiency, customer satisfaction, and continuous improvement. The standard emphasizes processes, risk-based thinking, and evidence-based decision-making. ISO 9001 helps businesses establish a solid QMS framework and ensures consistency in delivering high-quality products and services, leading to increased customer trust and competitiveness in the global market.



ISO 45001 is an international standard for occupational health and safety management systems (OH&S). It provides a systematic approach for organizations to identify, manage, and mitigate occupational health and safety risks, ensuring a safe working environment for employees and other stakeholders. ISO 45001 emphasizes worker participation, continual improvement, and compliance with relevant regulations. Implementing this standard helps prevent accidents, injuries, and illnesses, enhancing overall workplace safety and well-being.



The Construction Industry Training Board (CITB) is a UK-based organization that supports and promotes training and development within the construction industry. It collaborates with employers and other stakeholders to identify skill gaps, create training programs, and fund various initiatives to improve workforce competence and productivity. CITB plays a crucial role in shaping the construction sector by ensuring a skilled and qualified workforce, fostering innovation, and enhancing the overall quality and safety standards in the industry.



Regulated by RICS (Royal Institution of Chartered Surveyors) signifies that a surveying firm adheres to the highest professional standards in the real estate and construction industry. RICS sets and enforces strict rules and ethical guidelines, ensuring integrity, competence, and transparency in the surveying profession. Being regulated by RICS demonstrates a commitment to providing reliable and trustworthy services, instilling confidence among clients and stakeholders in property-related transactions and valuations.



The Chartered Institute of Building (CIOB) is a leading professional body in the construction industry. CIOB provides internationally recognized qualifications and certifications for individuals and companies. It promotes excellence in construction management, leadership, and ethical practices through training, research, and knowledge-sharing. CIOB plays a vital role in advancing the skills and expertise of construction professionals, fostering innovation, and driving sustainable and safe practices to improve the overall quality and efficiency of construction projects worldwide.



RISQS (Railway Industry Supplier Qualification Scheme) is a pre-qualification scheme for suppliers looking to work within the UK rail industry. It provides a platform for suppliers to demonstrate their capabilities and compliance with industry standards and regulations. RISQS helps buyers in the rail sector to identify and engage with competent and reliable suppliers, ensuring safety and quality in railway projects. The scheme streamlines procurement processes and fosters collaboration among industry stakeholders, ultimately enhancing the efficiency and reliability of the rail network.



The Institute of Residential Property Management (IRPM) is a professional organization dedicated to promoting excellence and professionalism in residential property management in the UK. It offers qualifications, training, and support for property managers, enabling them to enhance their skills and knowledge. IRPM aims to raise industry standards, advocate best practices, and ensure ethical conduct in managing residential properties. By accrediting qualified professionals, IRPM instills confidence in property owners, residents, and stakeholders, fostering a positive and trustworthy environment in the residential property management sector.



The Construction Skills Certification Scheme (CSCS) is a UK-based initiative that aims to improve safety and competence in the construction industry. CSCS issues cards to construction workers, indicating their qualifications and skills. These cards help employers verify workers' competence, knowledge, and training, ensuring a safe and skilled workforce on construction sites. By promoting best practices and professional development, CSCS plays a pivotal role in enhancing the overall quality and safety standards within the construction sector.



St John Ambulance's First Aid at Work training program provides comprehensive training to individuals and professionals on handling medical emergencies in the workplace. Participants learn vital life-saving techniques, gain confidence in administering first aid, and acquire essential skills to respond effectively to various injuries and illnesses. This program equips individuals with the knowledge and competence to be first aid champions in their workplaces, promoting a safer and more prepared environment for employees and visitors alike.



Shield Safety Group is a leading provider of health & safety services in the UK. Their innovative technology and consultancy solutions help businesses in the hospitality and retail sectors manage compliance and mitigate risks effectively. Shield Safety's services include food hygiene audits, health & safety assessments, fire risk assessments, and staff training. By supporting businesses with robust safety practices, Shield Safety ensures legal compliance, promotes consumer safety, and enhances the reputation of their clients in the marketplace.



We are delighted to share that we are an accredited Living Wage employer. This means that every member of staff working for Modular 500 Ltd will earn a real living wage. The real living wage is higher than the government's minimum, or national living wage and is an independently calculated hourly rate of pay that is based on the actual cost of living. It is calculated each year and is announced by the Living Wage Foundation as part of Living Wage Week. Over 9000 organisations including Modular 500 Ltd, voluntarily choose to pay the real Living Wage because we believe that a hard day's work deserves a fair day's pay.

CONTACT US

If you would like more information or to discuss your project further;

Please visit www.modular500.com

Or contact us on **01246 914005**

Or contact us at Helpdesk@modular500.com

Or follow us on;

