

TERMS & CONDITIONS FOR STATIC FLOATING SUPPORT PLATFORM KITS

1. DEFINITIONS

- **“Seller”**: KIBOKO LIMITED, supplier of static floating platform kits.
- **“Buyer”**: The purchaser of the product.
- **“Platform”**: A modular floating base system designed to support temporary or portable structures, including but not limited to static caravans, work cabins, site accommodation, or mobile offices.
- **“Structure”**: Any building, unit, or item placed by the Buyer onto the Platform.
- **“Installation”**: The act of assembling and positioning the Platform and/or affixing it to the ground or to any Structure.

2. SCOPE OF SUPPLY

- The Seller supplies **component kits only**, including flotation cells, structural framing, and fixings.
- The Seller does **not perform installation, retrofit, or integration** with any existing or new Structure.
- The Buyer is responsible for the Platform’s use, assembly, and load-bearing adaptation to suit the intended Structure.

3. INTENDED USE & LIMITATIONS

3.1 Intended Use

- Platforms are designed as **flood-resilient support bases** for temporary or portable structures located in flood-prone or water-adjacent areas.
- They are intended to **rise and fall passively** with water level changes, reducing flood damage risk.
- The Seller offers no guarantee of platform suitability for any specific building type, structural load, or flood condition.

3.2 Not a Permanent Foundation

- These platforms are **not certified permanent foundations**.
- Use in a permanent residential or commercial capacity may require structural engineering sign-off and regulatory approval (see Section 4).

3.3 Prohibited Uses

- Buyer must not use the Platform:
 - As a self-contained vessel or watercraft;
 - Without mooring or restraint systems;
 - For multi-storey or high-load static structures unless designed for such use by a qualified engineer.

4. REGULATORY COMPLIANCE

4.1 Planning & Environmental Authority Requirements

- Buyer is solely responsible for obtaining and complying with:
 - **Planning permission** (for new or retrofitted structures);
 - **Environment Agency or flood zone regulations**;
 - Any **navigational, riparian, or watercourse-related permissions**.

4.2 Building Regulations

- If the Platform supports a habitable or occupied Structure, compliance with relevant **UK Building Regulations** (e.g. Part A – Structure, Part B – Fire Safety, Part H – Drainage) is the responsibility of the Buyer.

4.3 Engineering & Anchoring

- The Buyer is solely responsible for:
 - Ensuring structural adequacy of the Platform for the applied loads;
 - Designing, sourcing, and installing appropriate **anchoring or guidance systems** to prevent drift, tilt, or instability;
 - Verifying the platform's suitability for the ground conditions and flood scenarios.

5. DELIVERY, TITLE & RISK

5.1 Delivery

- Buyer is responsible for offloading and storage of goods upon delivery.
- Additional delivery costs may apply for remote or challenging access sites.

5.2 Title

- Title to goods passes only once full payment has been received.

5.3 Risk

- All risk, including theft, damage, environmental exposure, or unauthorised use, passes to the Buyer at point of delivery.

6. WARRANTIES & LIABILITY

6.1 Limited Warranty

- Components are warranted to be free of manufacturing defects for **6 months** from delivery.
- This warranty does not cover:
 - Wear and tear;
 - UV degradation or exposure-related effects;
 - Overloading or use outside intended design envelope;
 - Integration with unsuitable or unstable structures.

6.2 No Fit-for-Purpose Guarantee

- The Seller makes no representations as to the Platform's suitability for any specific site, load, climate, or structural purpose.

6.3 Exclusion of Liability

- The Seller shall not be liable for:
 - Structural damage to or from any Structure placed upon the Platform;
 - Flood damage, floatation failure, or anchoring failure;
 - Injury, property damage, or third-party loss arising from use or misuse of the Platform.

6.4 Indemnity

- Buyer agrees to indemnify and hold harmless the Seller against any claim, cost, or liability resulting from:
 - Failure to secure necessary permissions;
 - Failure of anchoring systems;
 - Inadequate adaptation of the Platform to support the intended structure;
 - Damage to third parties, property, or the environment.

7. INSURANCE

- Buyer is solely responsible for insuring:
 - The Platform once delivered;
 - Any Structure placed upon the Platform;
 - Any related risks including flood, theft, movement, or third-party claims.

8. FORCE MAJEURE

- Seller shall not be liable for delays or non-performance caused by events beyond its control, including weather, transport disruption, material shortages, or civil authority intervention.

9. NO INSTALLATION OR RETROFIT SERVICE

- Seller does not install, retrofit, or integrate Platforms into Structures.
- Buyer is responsible for sourcing any contractors, engineers, or tradespeople necessary for use or adaptation of the Platform.

10. GOVERNING LAW

- These Terms are governed by the laws of England and Wales.
- All disputes shall be resolved in the courts of England and Wales unless otherwise agreed in writing.

11. ENTIRE AGREEMENT

- These Terms represent the complete agreement between the parties.
- No verbal statements or extraneous documents form part of the contract unless agreed in writing.

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