

## DRR CONSTRUCTION LTD TERMS AND CONDITIONS

### BACKGROUND:

These Terms and Conditions shall apply to the provision of building services to customers of DRR Construction Ltd of 1b Salisbury Road, Wavertree, Liverpool, Merseyside, England, L15 1HN to customers entering into a service agreement with DRR Construction Ltd.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agreement”	means the contract into which the Parties will enter on the Customer’s acceptance of the Quotation and of these Terms and Conditions which shall incorporate, and be subject to, these Terms and Conditions [and which is attached hereto as Schedule 1]
“Agreed Date”	means the date on which the provision of the Services will commence as agreed by the Parties [as evidenced in Schedule 1]
“Agreed Times”	means the times which the Parties shall agree upon during which DRR Construction shall have access to the Property to render the Services [as evidenced in Schedule 1]
“Business Days”	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England.
“Confidential Information”	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
“Customer”	means the individual or business that requires the Services subject to these Terms and Conditions and the Agreement;
“Final Fee”	means the total of all sums payable which shall be shown on the invoice issued in accordance with Clause 4 of these Terms and Conditions.
“Job”	means the complete rendering of the Services;
“Order”	means the Customer’s initial request to acquire the Services from DRR Construction as set out in Clause 2 of these Terms and Conditions;
“Property”	means the Customer’s property or premises, as detailed in the Order and the Agreement, at which the Services are to be rendered;
“Quotation”	means a quotation detailing proposed fees and services supplied to the Customer in accordance with Clause 2 of these Terms and Conditions.
“Quoted Fee”	means the Fee which will be quoted to the Customer following the Order which may vary according to the actual work undertaken as set out in Clause 4 of these Terms and Conditions;
“Services”	means the building services provided by DRR Construction as detailed in Clause 5 of these Terms and Conditions;
“Visit”	means any occasion, scheduled or otherwise, on which DRR shall visit the Property to render the Services; and
“Work Area”	means the part of the Property within which the Services are to be rendered.

1.2 Unless the context otherwise requires, each reference in these Terms and Conditions to:

1.2.1 "writing", and any similar term, includes a reference to any communication made by electronic, facsimile transmission, or any other similar means, including but not limited to emails;

1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

1.2.3 "these Terms and Conditions" is a reference to these Terms and Conditions and each of the Schedules as amended or supplemented at the relevant time;

1.2.4 a Schedule is a schedule to these Terms and Conditions;

1.2.5 a Clause or paragraph is a reference to a Clause of these Terms and Conditions (other than the Schedules) or a paragraph of the relevant Schedule; and

1.2.6 a "Party" or the "Parties" refer to the parties to the Agreement.

1.3 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.

1.4 Words imparting the singular number shall include the plural and vice versa.

1.5 References to any gender shall include the other gender.

1.6 References to persons shall include corporations.

### 2. Orders

2.1 DRR Construction accepts orders for their services through website, telephone and email. All orders must be confirmed in writing, either via email or other written communication, to be considered valid.

2.2 When placing an Order, the Customer shall set out, in detail, the Services required. Details required include, but are not limited to, the location and size of the property, number and type of rooms in which work is required and the type(s) of work.

2.3 Once the Order is complete and submitted, DRR shall prepare and submit a Quotation to the Customer by email which shall set out costs for each item and the scope of works.

2.4 The Customer shall be free to make amendments to the scope of works denoted within the Quotation prior to acceptance. The Customer may accept the Quotation by email only.

2.5 Where the date &/or time for works to be carried out is agreed by DRR Construction with the Customer, then DRR shall use best endeavours to ensure that the operative’s shall attend on the date & at the time agreed. However, DRR, unless stated within the quotation will use reasonable efforts to deliver the project within the agreed timeframe. In the event of delays caused by circumstances beyond DRR Construction’s control, including but not limited to non-attendance or late attendance on site of the operative/engineer or late or non-delivery of materials, DRR Construction shall be entitled to a reasonable extension of time for performance of its obligations.

2.6 DRR shall not be under any obligation to provide an estimate to the Customer & shall only be bound (subject as hereinafter) by estimates given in writing to the Customer & signed by a duly authorised representative of DRR Construction. DRR shall not be bound by any estimates given verbally.

### 3. Deposit

3.1 At the time of accepting the Quotation or not more than 7 days thereafter the Customer shall be required to pay a Deposit to DRR Construction. The Deposit shall be 30% of the Quoted Fee. Orders shall not be deemed confirmed until the Deposit is paid in full.

3.2 Subject to the provisions of Clause 8, the Deposit shall be non-refundable, unless DRR Construction is unable to perform the services for reasons within its control or if the customer cancels the services within a reasonable period of notice, in which case the Deposit shall be refunded in full.

### 4. Fees and Payment

4.1 The Quoted Fee shall include the price payable for the Services and for the estimated sundry parts and other products required to render the Services and is further evidenced in Schedule 1.

4.2 DRR Construction will work to costs denoted within the quotation unless there is a clear change in scope of works; at this point, clients will have a decision to proceed at the newly cost of works or decline.

4.3 In the event that the prices of sundry parts and other products required or services increase during the period between the Customer’s acceptance of the Quotation and the commencement of the Services, DRR Construction shall inform the Customer of such increase and of any difference in the Final Fee.

4.4 All payments, interim and final, must be made according to the payment schedule set out in the original Quotation.

Any sums which remain unpaid following the expiry of the time period set out in sub-Clause 4.5 shall incur interest on a daily basis at 8% + Bank of England base rate) and compensation under the Late Payment Legislation. Any delay will incur late Payment Charges & Interest in addition to all third-party costs.

4.5 Title to any goods supplied by DRR Construction to the Customer shall not pass to the Customer but shall be retained by DRR Construction until such time as title in the such goods have passed to the Customer:

(i) DRR shall have absolute authority to repossess, sell or otherwise deal with or dispose of all any or part of such goods in which title remains vested in DRR Construction,

(ii) for the purpose specified in (i) above, DRR or any of its agents or authorised representatives shall be entitled, upon reasonable notice and during normal business hours, to enter any premises in which goods or any part thereof is installed, stored or kept, or is reasonably believed so to be.

(iii) DRR shall be entitled to seek a court injunction to prevent the Customer from selling, transferred or otherwise disposing of such goods.

Notwithstanding the foregoing, risk in such goods shall pass on delivery of the same to the Customer, & until such time as title in such goods has passed to the Customer, the Customer shall insure such goods to their replacement value & the Customer shall forthwith, upon request, provide DRR Construction with a certificate or other evidence of such Insurance.

- 4.6 FIXED PRICE WORK shall be given as a firm cost, (manifest errors exempted) including Labour & Materials, and shall be within 10% over and above the equivalent total hourly rate cost.
- 4.7 Material Collection.  
Collection of non-stock All necessary materials for the completion of the job are chargeable but:  
(a) Time must be kept to a minimum and be reasonable, with a maximum limit of 30 minutes for collection.  
(b) If the collection time is likely to exceed 45 minutes the customer must be additionally informed of the circumstances.  
(c) At least one engineer should remain working on the job while parts are being collected, unless the nature of the job requires all engineers to collect materials.
- 4.8 Where a written estimate has been supplied to the Customer the total charge to the Customer referred to in the estimate should not exceed the actual time taken by more than 20% but may be revised in the following circumstances:  
(i) If after submission of the estimate the Customer instructs DRR Construction (whether orally or in writing) to carry out additional works not referred to in the estimate, such additional works will be subject to a new estimate and agreement.  
(ii) If after submission of the estimate there is an increase in the price of materials.  
(iii) If after submission of the estimate it is discovered that further works need to be carried out which were not anticipated when the estimate was prepared.  
(iv) If after submission of the estimate it is discovered that there was a significant error when the estimate was prepared.
- 5. Services**
- 5.1 Prior to the start of the Job DRR Construction shall carry out a full inspection of the Property in order to ensure that the agreed Services are appropriate for the Property, practical and can be rendered safely.
- 5.2 The Services shall be rendered in accordance with the specification set out in the accepted Quotation and in the Agreement (as may be amended by mutual agreement from time to time).
- 5.3 DRR Construction may provide sketches, plans, diagrams or similar documents in advance of the Job. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Job or to guarantee specific results.
- 5.4 DRR Construction shall ensure that the Services are rendered with utmost care and skill and to a high standard which is commensurate with best trade practice. 5.5 DRR Construction shall ensure that all products, parts, materials and other goods used in rendering the Services are in compliance with any relevant standards and are free of defects at the time of use.
- 5.6 Inasmuch as is reasonably possible, DRR Construction shall ensure that no work done will have any effect on the Property outside of the Work Area. Where any such effects occur, DRR Construction shall carry out all necessary remedial work at no additional cost to the Customer, provided that such remedial work is required as a result of DRR Construction's own negligence or breach of contract.
- 5.7 DRR Construction shall ensure compliance with Building Regulations in England and Wales.
- 5.8 While rendering the Services DRR Construction ensures that furniture, flooring and walls in the Work Area that are not the subject of the Services are suitably covered and protected for the duration of the Job.
- 5.9 DRR Construction shall properly dispose of all waste that results from his rendering of the Services.
- 5.10 If any damage is done by DRR Construction during the course of the Job DRR shall make good that damage prior to completing the Job.
- 5.11 Where any inspections are required following the completion of the Job, it shall be DRR Construction's responsibility to ensure that those inspections are carried out and the cost of such inspections will be borne by DRR Construction.
- 5.12 Time is of the essence in the rendering of the Services under these Terms and Conditions or under the Agreement.
- 6. Defects**
- 6.1 DRR Construction will not be responsible for any defects which result from the work of third-party Contractors unless such defects are the result of insufficient oversight or management by DRR Construction.
- 6.2 Prior to the completion of the Job DRR Construction and the Customer will work together to produce a snag list identifying any faults or defects in our work which will require rectification prior to completion.
- 7. Customer's Obligations**
- 7.1 If any consents, licenses or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, it shall be the Customer's responsibility to obtain the same in advance of the commencement of the Services.
- 7.2 If any party wall agreements are required in order for the Services to be rendered, it shall be the Customer's responsibility to enter into those agreements prior to the start of the Job.
- 7.3 The Customer shall ensure that DRR can access the Property at the Agreed Times to render the Services.
- 7.4 The Customer shall have the option of giving DRR Construction a set of keys to the Property or being present at the Agreed Times to give us access. DRR Construction warrants that all keys shall be kept safely and securely.
- 7.5 The Customer shall ensure that DRR Construction has access to electrical outlets and a supply of hot and cold running water.
- 7.6 The Customer shall ensure that the Work Area is kept clear of furniture, fixtures and fittings and out of use for the duration of the Job unless otherwise directed by DRR Construction.
- 7.7 If the Customer does access the Work Area at any time during the course of the Job, they must observe all relevant health and safety rules within The Construction Design and Management Regulations 2015 and must comply with any additional instructions given to them by DRR Construction.
- 7.8 The Customer must give DRR Construction at least 48 hours' notice if DRR Construction will be unable to provide the Services on a particular day or at a particular time. DRR construction will not invoice for cancelled services provided that at least 48 hours' notice is given. If less than 48 hours' notice is given, the Customer will be invoiced for the full cost of the scheduled services, unless the cancellation is due to unforeseen circumstances beyond the Customer's control.
- 7.9 Unless redecoration following completion of building work forms an agreed part of the Services, any such work (or the making of arrangements therefore) shall be the Customer's responsibility.
- 8. Cancellation**
- 8.1 The Customer may cancel or reschedule the Job at any time before the Agreed Date. The following shall apply to cancellation or rescheduling:  
8.1.1 If the Customer cancels the Job more than 28 days before the Agreed Date, DRR shall issue a full refund of all sums paid, excluding the Deposit.  
8.1.2 If the Customer reschedules the Job more than 28 days before the Agreed Date, DRR shall retain all sums paid, including the Deposit and shall deduct all such sums from any related balance payable on the rescheduled Job.  
8.1.3 If the Customer cancels the Job less than 28 days but more than 14 days before the Agreed Date, DRR shall refund any sums paid less the Deposit.  
8.1.4 If the Customer reschedules the Job less than 28 days but more than 14 days before the Agreed Date, DRR shall retain any sums paid including the Deposit and shall deduct all such sums (excluding the Deposit) from any balance payable on the rescheduled Job. A new Deposit shall be payable on the rescheduled Job.  
8.1.5 If the Customer cancels the Job less than 14 days before the Agreed Date, DRR shall retain all sums paid and any outstanding sums shall become immediately payable. No refund shall be issued.  
8.1.6 If the Customer reschedules the Job less than 14 days before the Agreed Date, DRR shall retain all sums paid and any outstanding sums shall become immediately payable. No refund shall be issued, and no sums paid will count toward the fees and Deposit payable on the rescheduled Job.  
8.1.7 DRR Construction reserves the right to refuse or decline work at its own discretion. Where DRR Construction agrees to carry out works for the Customer those works shall be undertaken by the designated operative of DRR Construction at its absolute discretion.
- 9. Liability, Indemnity, Insurance**
- 9.1 DRR Construction shall ensure that there is always in place suitable and valid insurance which shall include public liability insurance.  
9.1.1 DRR Construction's total liability for any loss or damage caused because of its negligence or breach of these Terms and Conditions or of the Agreement shall be limited to £1,000,000.  
9.1.2 DRR Construction is not liable for any loss or damage suffered by the Customer which results from the Customer's failure to follow any written instructions given by DRR Construction.  
9.1.3 Nothing in these Terms and Conditions shall limit or exclude DRR Construction liability for death or personal injury.  
9.1.4 DRR construction shall indemnify the Customer against any direct costs, liability, damages, loss, claims or proceedings up to a maximum of £1,000,000 arising out of DRR Construction's rendering of the Services or any breach of these Terms and Conditions. DRR Construction shall not be liable for any indirect or consequential losses.  
9.1.5 DRR Construction agrees to carry out works on installations of inferior quality or over ten years old at that date. However, no warranty is given in respect of such works, and DRR Construction accepts no liability in respect of the effectiveness of such works or otherwise. DRR Construction will inform the customer of any potential risks associated with such installations before commencing work.  
9.1.6 DRR Construction shall not be liable for any delay or for the consequences of any delay in performing any of its obligations if such delay is due to any cause whatsoever beyond its reasonable control, and DRR Construction shall be entitled to a reasonable extension of the time for performing such obligations.  
9.1.8 DRR construction shall only be liable for rectifying works completed by DRR Construction and shall not be held responsible for ensuing damage or claims resulting from this or other work overlooked or subsequently requested and not undertaken at that time.  
9.1.9 The Customer shall indemnify DRR Construction against any costs, liability, damages, loss, claims, or proceedings arising out of the Customer's failure to meet any of its obligations or any other breach of these Terms and Conditions.
- 10. Guarantee**
- 10.1 The Guarantee shall be for labour only in respect of faulty workmanship for 12 months from the date of completion with the manufacturer's warranty in force. The Guarantee will become null & void if the work/appliance completed/supplied by the Company is:  
(a) Subject to misuse or negligence, as determined by DRR Construction or an independent third-party expert agreed upon by both parties.

(b) Repaired, modified or tampered with by anyone other than a DRR Construction operative, in which case DRR Construction LTD will not be responsible for any resulting damage or faults. DRR will advise the Customer on the suitability of materials supplied by the Customer, and will not accept liability for any consequential damage or faults if the Customer disregards this advice. This includes, but is not limited to, electrical systems, plumbing, kitchen units, and non-returnable items.

10.2 If any defects in the product of the Services appear during the guarantee period set out in sub-Clause

10.3 DRR shall rectify any and all such defects at no cost to the Customer.

10.4

DRR will not guarantee any work in respect of blockages in waste & drainage systems, including but not limited to sewage systems, stormwater systems, and other related systems.

10.5 DRR Construction LTD will not guarantee any work that is undertaken on the instruction of the customer and against the written advice of the operative/engineer, and will not be responsible for any resulting damage or faults.

10.6 Work is guaranteed only in respect of work directly undertaken by DRR Construction & payment in full has been made. Any non-related faults arising from recommended work which has not been undertaken by DRR Construction will not be guaranteed.

10.7 DRR shall not be held liable or responsible for any damage or defect resulting from work not fully guaranteed or where recommended work has not been carried out.

10.8 Work will not carry a guarantee if the customer has been clearly and unambiguously notified in writing, including a detailed explanation and not just indications in ticked boxes or Comments/Recommendations, of any other related work which requires attention.

10.9 The customer shall be liable for any hazardous situation that arises from their failure to follow Electrical Regulations or heed an Electrical Warning Notice issued by DRR Construction LTD, provided that the Warning Notice was clear, explicit, and provided the customer with sufficient information to understand the potential hazards.

## 11. Data Protection

DRR Construction will only use the Customer's personal information as set out in DRR Construction Privacy Notice available on request, and in compliance with all applicable data protection laws and regulations.

## 12. Confidentiality

12.1 Except as provided by sub-Clause 12.2 or as authorized in writing by the other Party, each Party shall, at all times during the continuance of the Agreement and [for three years] after its termination:

12.1.1 keep confidential all Confidential Information;

12.1.2 not disclose any Confidential Information to any other party;

12.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Agreement;

12.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

12.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 12.1.1 to 12.1.4 above.

12.2 Either Party may:

12.2.1 disclose any Confidential Information to:

12.2.1.1 any subcontractor or supplier of that Party;

12.2.1.2 any governmental or other authority or regulatory body; or

12.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by the Agreement (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 12.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 12, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

12.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Agreement, or at any time after that date becomes public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.

12.2.3 The provisions of this Clause 12 shall continue in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

## 13. Force Majeure

13.1 No Party to the Agreement will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that, as determined by DRR Construction or an impartial third party agreed upon by both parties, is beyond its control.

13.2 [In the event that a Party to the Agreement cannot perform their obligations thereunder as a result of force majeure, the other Party may at its discretion terminate the Agreement by written notice at the end of that period. In the event of such termination, the Parties shall agree upon a fair and reasonable payment for all Services completed up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of the Agreement.]

## 14. Termination

14.1 Either Party may immediately terminate the Agreement by giving written notice to the other Party if:

14.1.1 any sum owing to that Party by the other Party under any of the provisions of the Agreement is not paid within Seven Business Days of the due date for payment, in which case interest will accrue on the unpaid sum from the due date until the date of payment.

14.1.2 the other Party commits any other breach of any of the provisions of the Agreement and, if the breach is capable of remedy, fails to remedy it within Fourteen Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;

14.1.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;

14.1.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);

14.1.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or reconstruction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Agreement);

14.1.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;

14.1.7 that other Party ceases, or threatens to cease, to carry on business; or

14.1.8 control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of the Agreement. For the purposes of this Clause 14, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.

14.2 For the purposes of sub-Clause 14.1.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.

14.3 The rights to terminate the Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

## 15. Effects of Termination

Upon the termination of the Agreement for any reason:

15.1 any sum owing by either Party to the other under any of the provisions of the Agreement shall become due and payable within Fifteen Business Days of the termination;

15.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;

15.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Agreement which exist at or before the date of termination;

15.4 Subject as provided in this Clause 15, and except in respect of any accrued rights or obligations that by their nature should survive termination, neither Party shall be under any further obligation to the other; and

15.5 each Party shall (except to the extent referred to in Clause 12) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

## 16. No Waiver

No failure or delay by either Party in exercising any of its rights under the Agreement shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

## 17. Further Assurance

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Agreement into full force and effect.

## 18. Costs

Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Agreement. However, in the event of any disputes or litigation arising from the Agreement, each party shall bear its own legal fees and other costs irrespective of the outcome of the dispute.

## 19. Set-Off

DRR Construction Ltd shall be entitled to set-off any sums it is owed by the other party under the Agreement against any sums it owes to the other party under the Agreement or any other agreement at any time.

**20. Assignment and Subcontracting**

20.1 [Subject to sub-Clause 20.2] The Agreement shall be personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-license or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, consent not to be unreasonably withheld.

20.2 [DRR Construction shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of DRR Construction.]

**21. Time**

21.1 The Parties agree that the times and dates referred to in the Agreement are of the essence of the Agreement. However, either party may request a reasonable extension of time in the event of unforeseen circumstances, which shall not be unreasonably withheld.

**22. Relationship of the Parties**

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

**23. Third Party Rights**

Except as expressly provided in this Agreement, nothing in this Agreement, whether express or implied, is intended to or shall confer any rights, benefits, responsibilities or obligations on any third parties. Accordingly, the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement.

**24. Notices**

24.1 All notices under the Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorized officer of the Party giving the notice.

24.2 Notices shall be deemed to have been duly given:

24.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

24.2.2 when sent, if transmitted by facsimile or e-mail and a confirmation of receipt is received from the recipient; or

24.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid; or

24.2.4 on the tenth business day following mailing, if mailed by airmail, postage prepaid.

In each case notices shall be addressed to the most recent address, e-mail address, or facsimile number notified to the other Party.

**25. Entire Agreement**

25.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorized representatives of the Parties.

25.2 Each Party shall acknowledge that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

**26. Counterparts**

The Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

**27. Severance**

In the event that one or more of the provisions of the Agreement and/or of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement and/or these Terms and Conditions. The remainder of the Agreement and/or these Terms and Conditions shall be valid and enforceable.

**28. Dispute Resolution**

28.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through negotiations between their appointed representatives who have the authority to settle such disputes.

28.2 [If negotiations under sub-Clause 28.1 do not resolve the matter within Seven days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (ADR) procedure.]

28.3 [If the ADR procedure under sub-Clause 28.2 does not resolve the matter within Seven days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.]

28.4 The seat of the arbitration under sub-Clause 28.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed between the Parties. In the event that the Parties are unable to agree on the arbitrator(s) or the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the time being of the Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.]

28.5 Nothing in this Clause 28 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.

28.6 The decision and outcome of the final method of dispute resolution under this Clause 28 shall be final and binding on both Parties.

**29. Law and Jurisdiction**

29.1 The Agreement and these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

29.2 Subject to the provisions of Clause 28, any dispute, controversy, proceedings or claim between the Parties relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

**Additional Charges  
(VAT to be added at the prevailing rate)**

1	Access fees: Additional charges for difficult or restricted site access.	£POA
2	Change orders: Additional charges for changes to the original scope of work.	£100ph
3	Clean up and disposal fees: Charges for additional clean up and disposal of items.	£POA
4	Deep cleaning (not builders cleans)	£40ph
5	Costs associated with obtaining necessary building permits.	£POA
6	Demolition and removal fees: Costs for demolition and removal of existing structures or materials.	£POA
7	Design fees: Charges for customised design work or architectural drawings.	£POA
8	Floor sanding Only £25M2s, Floor sanding 2 coat varnish £35m2s, Floor sanding 2 coat wax oil £45m2	£POA
9	Inspection fees: Costs associated with additional inspections required for extra services.	£POA
10	Insurance fees: Additional insurance costs for specific project requirements.	£POA
11	Labour costs: Additional charges for extended work hours, overtime, or additional labour required for extra services.	£POA
12	Land surveying fees: Costs for surveying the land or property boundaries.	£POA
13	Landscape design fees: Charges for professional landscape design services.	£POA
14	Material upgrades: Additional costs for upgraded or premium materials.	£PAO
15	Professional consultant fees: Charges for specialised professional advice or consulting services.	£POA
16	Project management fees: Charges for additional project management or coordination of extra services	£POA
17	Security fees: Costs for additional security measures or surveillance during construction.	£POA
18	Specialised equipment fees: Charges for the rental or use of specialised construction equipment.	£POA
19	Structural engineering fees: Charges for additional structural analysis or modifications.	£POA
20	Warranty fees: Costs associated with extended warranties or guarantees on specific materials or work.	£PAO

**Fee Structure**

Percentage	Item	Description
15%	Booking Deposit	Taken to secure booking date
15%	Commencement Deposit	Cleared funds paid upon commencement of work
65%	Split Interim Weekly Payments	Split Interim payments paid weekly [MONDAY]
5%	Retention Deposit for snagging	Cleared funds paid Seven days of completion of snagging work

