

Terms and Conditions of Business

THE PARTIES

This agreement is made between Sandycroft Projects Ltd (hereafter referred to as "the Contractor"/"Principal Contractor-PC") and the person or persons named overleaf (hereafter referred to as "the Client").

1 TERMS AND CONDITIONS

- 1.1 All orders by the Client for Works are accepted by the Contractor strictly in accordance with and subject to these Terms and Conditions, which shall form the basis of the contract between the Client and the Contractor.
- 1.2 No other terms and conditions, or modifications to these Terms and Conditions, shall be binding on the Contractor unless agreed in writing. The Contractor shall not be deemed to accept any other terms nor to waive these Terms and Conditions by failing to object to provisions contained in any order or other communication from the Client.

2 DEFINITIONS

- 2.1 The Works: construction works and associated site management and coordination in the capacity of Principal Contractor (where appointed) in accordance with the Estimate/Quotation.
- 2.2 Further Works: any additional, extra or alternative works requested by the Client or required due to unforeseen items.
- 2.3 Contractor's Design Portion (if any): any design the Contractor is expressly engaged to carry out and warrant.

3 TIME ESTIMATES

- 3.1 The Contractor's operatives are instructed to exercise due care and complete the Works with due diligence. All commencement and completion dates are estimates only; the Contractor will not be liable for loss or damage arising from delay in commencement or completion.

4 PRICE & CHARGES

- 4.1 Prices are exclusive of VAT; VAT is payable in addition.
- 4.2 The Contractor may adjust prices prior to invoicing to reflect increases arising from circumstances beyond its reasonable control (including additional works required by surveyors/authorities). The Client will be notified of such additional works and associated charges.
- 4.3 Quoted prices remain valid for the period stated on the Estimate/Quotation.
- 4.4 The Contractor may adjust prices prior to invoicing to reflect material cost increases beyond its control.
- 4.5 Unless specifically allowed, repairs/renewals of concealed defects not visible at survey are chargeable.
- 4.6 The Contractor will provide quotations for any Client-requested additional works and will proceed upon written confirmation.
- 4.7 Emergency/Programme-critical works: where immediate attention is required to prevent damage, safety risk, or programme delay, the Client authorises the Contractor to proceed without prior written confirmation; such costs shall be chargeable.
- 4.8 The Client is liable for all additional costs properly incurred in carrying out Further Works.
- 4.9 Construction Industry Scheme (CIS): Where applicable, payments will be subject to CIS in accordance with HMRC rules.
- 4.10 CDM / PC preliminaries: Unless expressly included in the Estimate/Quotation, costs for site establishment, temporary services, welfare, security, traffic management, permits to work, and site management staff shall be additional and chargeable.

5 TERMS OF PAYMENT

- 5.1 The Contractor may request an upfront payment (deposit) when the order is placed.
- 5.2 The Client agrees to pay monthly interim payments or payment in full as requested.
- 5.3 No retention shall be deducted from the agreed price.
- 5.4 Payment is due within 30 days of the date of invoice (whether interim or final).
- 5.5 Interest will accrue on overdue amounts at 8% above Bank of England base rate, calculated daily from 7 days after invoice date until payment.
- 5.6 The Client shall not withhold or set off any amounts due under this contract in respect of alleged defects or other claims.
- 5.7 Construction Act payment mechanics:
 - (a) The due date for each payment is the date of the Contractor's application/invoice.
 - (b) The final date for payment is 30 days after the due date, unless stated otherwise in the quotation.
 - (c) Any Payment Notice shall be issued by the payer within 5 days of the due date, stating the sum considered due and the basis of calculation.
 - (d) Any Pay Less Notice must be issued not later than 7 days before the final date for payment, stating the sum to be paid and the basis of calculation.
 - (e) The Contractor may suspend performance for non-payment in accordance with the Housing Grants, Construction and Regeneration Act 1996 (as amended).
- 5.8 Right to suspend for H&S non-compliance: The Contractor may suspend operations where, acting as PC, it reasonably believes site conditions, third-party actions or missing information would breach CDM 2015 or other H&S law; time/cost impacts shall be treated as Client-risk unless caused by the Contractor.

6 CANCELLATION (where applicable)

- 6.1 Consumers only: The Client may cancel within seven (7) days of signing by Registered/Recorded post to Sandycroft, Wharfside, Festival Way, Stoke-on-Trent, Staffordshire, ST1 5PU.
- 6.2 Any sums paid will be repaid upon valid cancellation.
- 6.3 The Client may be required to pay for goods/services supplied if performance began with the Client's agreement during the cancellation period.
(For business-to-business contracts, statutory consumer cancellation rights do not apply.)

7 STANDARD OF WORKS

- 7.1 The Works will be carried out professionally and in accordance with the Client's specification and/or the Contractor's Estimate/Quotation. Any concerns must be notified within 7 days of completion.
- 7.2 If the parties cannot agree, the matter may be referred by the Contractor to an independent surveyor appointed by the President (or a nominated officer) of the Royal Institution of Chartered Surveyors (RICS).
- 7.3 Initially, the surveyor's costs shall be shared in accordance with the surveyor's terms, will be paid for by both the Client and the Contractor.
- 7.4 The surveyor's certificate shall be binding as an expert, not an arbitrator.
- 7.5 If the Works are determined below acceptable standard or not in accordance with specification, the Contractor will remedy at no cost.
- 7.6 Final allocation of the surveyor's costs shall be borne by the unsuccessful party.
- 7.7 Adjudication: Either party may refer a dispute to adjudication at any time under the Scheme for Construction Contracts.
- 7.8 Quality documents: Where the Contractor is PC, the Client acknowledges reasonable hold points may be required for inspections, tests, witnessing and sign-offs to meet statutory and Employer's Requirements.

8 CLIENT'S DUTIES

- 8.1 Ensure the premises are adequately insured (including fire and other foreseeable risks).
- 8.2 Before commencement, notify the Contractor in writing of known hazards (e.g., asbestos).
- 8.3 Unless specifically priced in preliminaries, provide free water and electricity.
- 8.4 As PC the Contractor will ensure suitable welfare and temporary services are provided. If not expressly included in the Estimate/Quotation, the Contractor may provide them and recharge at cost plus reasonable attendance.
- 8.5 If the Works are delayed for reasons not caused by the Contractor, the Client shall pay resulting loss/expense.
- 8.6 If the Client alters the scope without prior written agreement, the Client is liable for costs and losses (including abortive staff/subcontractor costs).
- 8.7 Scope changes without written agreement may incur costs and, where the change frustrates programme/scope, the Contractor may charge the original contract price.
- 8.8 Damage claims will be referred to insurance; payment under the contract shall not be withheld pending insurer outcome.
- 8.9 Access & Cooperation: Provide timely access, information, consents and approvals.
- 8.10 Statutory Consents: Unless expressly included, the Client is responsible for planning, building control, landlord and other consents.

- 8.11 CDM 2015 Appointments: The Client shall make statutory appointments and formally appoint the Contractor as Principal Contractor (where applicable) and appoint a Principal Designer; provide Pre-Construction Information (PCI) and the F10 (where required).
- 8.12 Hazardous Materials/Asbestos: If suspected asbestos or other hazardous substances are discovered, the Contractor will stop work in the affected area and the Client shall arrange identification/removal/making safe by licensed specialists. Resulting time/cost are Client-risk unless caused by the Contractor.
- 8.13 Security-Sensitive / Controlled Sites: Where the project requires advance clearances, briefings or escorts, the Client shall facilitate timely approvals and access windows; any missed/denied access outside the Contractor's control will be treated as delay by the Client.

9 PRINCIPAL CONTRACTOR – HEALTH & SAFETY MANAGEMENT

- 9.1 Construction Phase Plan (CPP): The Contractor will prepare, develop and implement a CPP proportionate to the project.
- 9.2 Site Rules & Induction: The Contractor will establish site rules and induction processes. All Client staff, consultants and third parties shall comply.
- 9.3 RAMS & Permits: The Contractor will review/coordinate RAMS from the supply chain and operate a permit-to-work system where appropriate (e.g., hot works, confined spaces, HV/LV isolations).
- 9.4 Competence: The Contractor will take reasonable steps to check the competence and resourcing of its supply chain (e.g., SSSTS/SMSTS supervision, training, certifications).
- 9.5 Temporary Works: Where temporary works are required, the Contractor will manage via a TWC/TWS arrangement appropriate to the project; design/inspection responsibilities will be allocated in the Estimate/Quotation or specific design briefs.
- 9.6 Emergency & RIDDOR: The Contractor will maintain emergency arrangements and manage statutory reporting. The Client shall promptly provide any information reasonably required for notifications.
- 9.7 H&S File / O&M: The Contractor will collate PC contributions to the Health & Safety File and O&M manuals; ultimate HSF responsibility remains with the Principal Designer unless expressly agreed otherwise.

10 ENVIRONMENT & NUISANCE

- 10.1 The Contractor will take reasonable steps to control dust, noise, vibration, waste and pollution proportionate to the project and local constraints.
- 10.2 Waste Duty of Care: The Contractor will manage construction waste using licensed carriers and facilities; waste transfer notes available on request.
- 10.3 Working hours and local restrictions (e.g., Section 61 consents) shall be respected where notified; Client to obtain any exceptional approvals unless expressly included.

11 LIABILITY & RISK

- 11.1 The Contractor is not liable for damage arising from pre-existing defects in the structure/site.
- 11.2 While due care is taken, the Contractor is not liable for cracking/damage caused by structural movement or vibration during the works.
- 11.3 The Contractor is not liable for loss/damage to fixtures, fittings or equipment left within the work area.
- 11.4 The Contractor is not liable for defects in Client-purchased goods; claims must be pursued with supplier/manufacturer.
- 11.5 Where sub-contractors are used, they shall hold appropriate insurance and be liable for their works; the Contractor will pursue any legitimate claims with the sub-contractor.
- 11.6 Suspension/termination for Client default: if the Client fails to pay an interim invoice and remains in default 7 days after written notice; obstructs the Works or denies access; or becomes insolvent. Following suspension, the Contractor may terminate if default persists and recover all payments due, costs of suspension/termination, and losses (including loss of profit).
- 11.7 The Contractor will rectify defects due to non-conforming materials/workmanship within the agreed defects period, up to a maximum of 6 months from practical completion, provided written notice is given within a reasonable period.
- 11.8 The Contractor shall not be liable for indirect or consequential loss, including loss of profit, business interruption, or third-party losses, except for personal injury/death caused by negligence.
- 11.9 Liability cap: the Contractor's aggregate liability shall not exceed the lower of (a) the cost of making good the loss/damage, or (b) the total amount payable under this contract.
- 11.10 Force Majeure: The Contractor shall not be liable for failure/delay due to events beyond its control (Act of God, legislation, war, fire, flood, adverse weather, utilities failure, strikes, lockouts, inability to procure materials, etc.). During such contingency the Client may elect by written notice to terminate and pay for work done/materials used; otherwise delivery/performance shall be accepted when available.
- 11.11 Insurance: The Contractor maintains Public/Products Liability and (where applicable) Employers' Liability at customary limits; evidence available on request
- 11.12 Third-Party Acts/Client's Other Contractors: The Contractor, as PC, will coordinate reasonable site interfaces; the Contractor is not liable for delays, costs or defects caused by the Client's separate contractors or suppliers. Such impacts will be treated as Client-risk

12 TITLE, RISK & MATERIALS

- 12.1 All materials delivered to or remaining on site remain the property of the Contractor until paid for in full.
- 12.2 Risk in the Works passes to the Client upon delivery to site/installation.
- 12.3 The Contractor may remove unfixed materials for which title has not passed in the event of non-payment.

13 INTELLECTUAL PROPERTY & DATA

- 13.1 The Contractor retains ownership of its drawings, designs, methods and know-how; a non-exclusive licence is granted to the Client to use them solely for operation and maintenance of the Works.
- 13.2 The Contractor may use photos of completed work in marketing, provided no confidential information is disclosed.
- 13.3 Data Protection: Each party will comply with applicable data protection laws (including UK GDPR). The Contractor's privacy notice is available on request.

14 SUBCONTRACTING & ASSIGNMENT

- 14.1 The Contractor may subcontract parts of the Works.
- 14.2 The Client shall not assign the contract without prior written consent (not to be unreasonably withheld).

15 GENERAL

- 15.1 In circumstances the Contractor deems prudent, it may require director personal guarantees to protect against bad debts.
- 15.2 Marketing photos: see clause 13.2.
- 15.3 Any acceptance of the estimate/quotation (verbal, written, signed or emailed) constitutes agreement to these Terms.
- 15.4 Notices: Notices shall be in writing and deemed served on delivery by hand, by pre-paid first class post (2 business days), or by email to the addresses stated in the order/quotation.
- 15.5 Entire Agreement: These Terms, together with the Estimate/Quotation and any written variations, constitute the entire agreement and supersede prior understandings.
- 15.6 Order of Precedence: In case of conflict, (1) written variations/side letters, (2) the Estimate/Quotation (including specifications), then (3) these Terms.
- 15.7 Third-Party Rights: No term is enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.
- 15.8 Severability: If any provision is invalid/unenforceable, it shall be modified to the minimum extent necessary; the remainder remains in force.
- 15.9 Counterparts & E-Signature: This contract may be executed in counterparts and by electronic signature (including platforms such as DocuSign).
- 15.10 Building Safety Act (where applicable): For any Higher-Risk Building (HRB) works, parties will cooperate to meet the relevant information, competence and golden thread requirements. Any Gateway process participation, Principal Accountable Person engagement, or additional certification deliverables must be expressly included in the Estimate/Quotation or will be treated as Further Works

16 LAW & JURISDICTION

- 16.1 This contract is 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.