

# Standard Terms & Conditions

## 1. DEFINITIONS

In these Conditions: **“Client”** means the person named as such in the quotation, tender and/or contract; **“Contractor”** means DT Civils Ltd T/A DT Civils & Utilities. **“Commencement”** means the date on which the works are commenced either in total or per section in line with the DT Civils Limited schedule of works; **“Completion Date”** means the date on which the works are completed either in total, per section, made fit for purpose, tested or commissioned in line with the DT Civils Limited schedule of works; **“Contract”** means the contract between the Client and the Contractor for the Works comprising the Quotation, these Terms & Conditions and the other documents specified in the Quotation; **“Contract Price”** means the price payable by the Client to the Contractor for the works, as shown in the quotation, tender and/or contract (and as varied in accordance with the Contract); **“Quotation”** means the Contractor’s signed Quotation, tender and/or contract referring to these Conditions; **“Works”** means the work described in the Quotation, tender and/or contract (as amended in accordance with the Contract); **“Location”** means the geographical location of the works and areas designated for the safe and secure storage of plant, equipment and materials.

## INTERPRETATION

1. Reference to a person includes any individual, corporate or unincorporated body acting on behalf of the Client or Contractor.
2. Reference to a party includes its personal representatives, successors and permitted assigns.
3. Reference to a Statute or Statutory Provision includes all primary and subordinate legislation made under that provision.
4. Any words following terms such as “including”, “for example”, etc. shall be construed as illustrative and shall not limit the sense of the words preceding them.
5. Reference to writing or written includes email.

## 3. CONTRACT FORMATION

Acceptance of the Contractor’s Quotation by the Client constitutes the contract for the Contractor to carry out the “Works” in accordance with these Terms & Conditions.

## 4. GENERAL OBLIGATIONS

## Contractor

1. The Contractor will exercise reasonable skill and care in the performance of the “Works”.
2. The Contractor shall take reasonable care with the Client’s site.
3. The Contractor shall remain registered and in good standing with relevant organisations as required for completing the Works.
4. The Contractor shall responsibly manage lawful disposal of waste materials generated or removed from the Client’s site, unless otherwise stated.
5. The Contractor will provide reasonable notice of any expected overruns and cooperate with the Client for reprogramming if required.
6. The Contractor shall maintain valid employer and public liability insurance policies.
7. The Contractor shall ensure all materials and equipment are stored securely in areas provided by the Client.

## Client

8. The Client will give the Contractor access to the site as reasonably required to carry out the Works without interference.
9. The Client is responsible for obtaining all required permissions, permits, and consents unless otherwise agreed.
10. All associated costs for such permissions will be borne by the Client unless stated otherwise in the Contract.
11. Unless otherwise stated, the Client is responsible for NRSWA notices and related liabilities.
12. The Client warrants that necessary consents will be obtained before or within reasonable timeframes of commencing works.
13. The Client shall be responsible for correct measurements and any expenses due to errors in supplied data.
14. The Client must provide secure storage for materials and equipment both on and off site.
15. The Client shall be responsible for the security and safety of stored materials and equipment belonging to the Contractor.

## 5. VARIATION

1. If the Client wishes to omit or vary any of the Works (or any design or materials), they must inform the Contractor in writing. The Contractor will then supply to the Client an estimate of the cost of the variation and the likely effect on the Contract period and Completion Date.
2. Unless the Client withdraws their request for a variation upon receiving the Contractor’s estimate, the Contract Price will be adjusted in accordance

with that estimate (or as otherwise agreed between the Client and Contractor), and an appropriate extension of time for completion of the Works shall be agreed.

3. If a variation is agreed verbally, either the Contractor or the Client will confirm it in writing within three working days.
4. The Contractor will notify the Client if any unforeseen difficulties arise during the Works and, in such circumstances, a fair and reasonable adjustment to the Contract Price and Completion Date will be made.
5. The Contractor reserves the right not to comply with any request for a variation which would increase the value of the Works by more than 10% of the original Contract Price.

## **6. CONTRACT PRICE & PAYMENT**

1. The Contract Price is stated in the Quotation or Tender and may be varied in accordance with these Conditions.
2. The Contract Price as stated is valid for acceptance for 30 days unless otherwise notified by the Contractor in writing.
3. The Contractor reserves the right to amend or withdraw the Quotation or Tender at any time before acceptance.
4. The Quotation or Tender is based on prevailing material and labour costs at the Agreement date. The Contractor may vary the Contract Price in line with subsequent changes in material or labour costs upon written notice to the Client.
5. It is assumed that the Contractor will carry out all works during normal working hours. There will be an additional charge for any overtime working at the Client's request.
6. The Client shall pay the Contractor the Contract Price in accordance with the payment terms stated in the Quotation. The standard due date for payment is 30 days from the invoice date.
7. Invoices will be raised to include the value of work completed or partially completed during the month.
8. Where the contract is ongoing, the Contractor may submit an Application for Payment in lieu of an invoice, exclusive of VAT and with supporting documentation attached.
9. The Client must confirm or dispute the Application for Payment within seven calendar days of submission; failure to do so will deem it agreed, and a sales invoice will be raised.
10. If the Client disputes any part of an Application for Payment or invoice, they must, within seven days of receipt, give written notice specifying the disputed amount and the basis for calculation. Undisputed amounts must

still be paid by the due date. Disputed amounts will be handled under Clause 12 (Disputes).

11. If the Client fails to pay any amount properly claimed, the Contractor may suspend its obligations under the Contract after giving at least seven days' written notice. Any suspension will entitle the Contractor to recover reasonable costs and an extension of time for completion.
12. Late payment entitles the Contractor to charge interest under the Late Payment of Commercial Debts Regulations or, if not applicable, 8% per annum above the Bank of England base rate.
13. All prices are exclusive of VAT, which will be added as appropriate and invoiced separately.
14. Where self-billing arrangements are used, they will be formalised in writing in accordance with HMRC VAT Notice 700/62.

## **7. INSURANCE & LIABILITY**

1. The Contractor shall maintain the following insurances (unless otherwise agreed): – Public Liability Insurance for £10,000,000. – Employer's Liability Insurance.
2. The Contractor will provide the Client with insurance details upon request.
3. Where the Works are to be carried out in an existing building, the Client will be responsible for insurance of the Works, naming the Contractor as co-insured, and will provide details to the Contractor upon request.

## **8. DURATION, HANDOVER & DEFECTS LIABILITY**

1. The proposed Commencement Date and Completion Date are shown in the Quotation.
2. The Contractor will notify the Client within five working days of any event beyond their control that may delay completion. The notice will specify the cause, likely effect, and proposed mitigation. The Completion Date will then be extended as agreed or, failing agreement, under Clause 12.
3. The Contractor will notify the Client before handover and allow inspection of the Works before completion is confirmed.
4. The Contractor will be responsible for remedying defects as follows: i) For materials and installation – within 12 months from the Completion Date; ii) For reinstatement – within the time stipulated per NRSWA. Defects arising from fair wear and tear, misuse, or defects in Client-supplied materials are excluded.
5. This defect liability clause only applies after the Client has paid in full. If payment is outstanding, the Client forfeits entitlement to remedial work under this clause.

6. Where manufacturer warranties apply, the Contractor will transfer the benefit to the Client but is not liable for defects unless due to their negligence.

## **9. LIMITATION OF LIABILITY**

1. Except for defects notified within 12 months of completion, the Contractor will not be liable for any other direct, indirect, or consequential loss incurred by the Client, including loss of use or profit.
2. Nothing limits liability for death or personal injury caused by negligence, or fraud.
3. Except as required by law, the Contractor is not liable for loss of profits, business, data, goodwill, or consequential loss.
4. The Contractor's total liability to the Client for all claims shall not exceed the total charges paid by the Client under the Contract for the Works giving rise to the claim.
5. This clause shall survive termination of the Contract.

## **10. TERMINATION**

1. The Contractor may terminate the Contract if the Client fails to pay within 30 days of the payment date or commits any other material breach.
2. The Contractor is not liable for any consequential costs incurred by the Client due to termination.
3. The Client may terminate if the Contractor materially breaches the Contract and fails to remedy within 28 days of written notice.
4. Either party may terminate if the other becomes insolvent or has a receiver, manager, or liquidator appointed.
5. Termination will not affect accrued rights or liabilities up to the date of termination.

## **11. CONSEQUENCES OF TERMINATION**

1. The Client shall immediately pay the Contractor for all completed and outstanding works (including interest) not yet invoiced.
2. The Contractor may recover all costs reasonably incurred, including non-refundable fees or deposits to third parties.
3. The Client shall return all Contractor-owned materials and equipment not fully paid for. If they fail to do so, the Contractor may enter the premises to recover them, and the Client remains responsible for their safekeeping.
4. Termination does not affect any accrued rights, remedies, or obligations up to the termination date.
5. Any provisions intended to survive termination shall remain in full effect.

## **12. DISPUTES**

1. The parties will endeavour to settle any dispute amicably by direct negotiation.
2. If unresolved, either party may refer the dispute to adjudication under the CEDR (Centre for Effective Dispute Resolution) Adjudication Rules. The adjudicator's decision is final unless a notice of dissatisfaction is served within 28 days.
3. Any dispute not resolved by negotiation or adjudication will be settled by the courts of England and Wales.
4. The Contract is governed by the laws of England and Wales.

## **13. MATERIALS, RIGHTS AND THE ASSUMPTION OF RISK**

1. Where the Client provides materials free of charge, those materials remain the Client's property and are used solely for the Contract. Any surplus shall be handled per the Client's direction.
2. Client-supplied materials stored on their property shall be insured by the Client. Any loss or damage shall be replaced at the Client's expense.
3. Ownership of any materials used by the Contractor remains with the Contractor until full payment is received.
4. The Contractor reserves the right to remove or isolate materials from the site if these Terms are breached.
5. Risk and responsibility for products or materials pass to the Client: i) Upon delivery, where the Contractor is responsible for delivery; or ii) When materials leave the Contractor's premises, where the Contractor is not responsible for delivery.

## **14. INDEMNITY**

The Client shall indemnify the Contractor against any loss or damage resulting from the Client's breach of this agreement or failure to comply with its terms.

## **15. FORCE MAJEURE**

Neither party shall be liable for any delay or failure to perform obligations under this agreement due to circumstances beyond reasonable control, including acts of God, war, fire, terrorism, civil unrest, regulatory actions, or shortages of materials. The Client remains liable for any increase in Contract Costs resulting from such events.

## 16. WARRANTY OF CONTRACTUAL CAPACITY

Both parties warrant that they are authorised and permitted to enter into this agreement and have obtained all necessary permissions and approvals.

## 17. DATA PROTECTION

1. The terms “Controller”, “Processor”, “Data Subject”, “Personal Data”, “Personal Data Breach” and “Processing” have the same meanings as in the Data Protection Legislation.
2. Each party warrants to: i) Maintain appropriate security measures to protect Data against unauthorised processing or loss; ii) Process Data only as required under this Agreement; iii) Notify the other party immediately (and within one working day) of any potential data breach; iv) Notify the other of any Data Subject request and cooperate in compliance efforts; v) Comply with all relevant Data Protection laws and inform the other if an instruction may breach such law; vi) Cooperate fully with any regulator and make available all compliance information upon request; vii) Promptly respond to Data enquiries and return or delete all Data upon termination or request.
3. Neither party shall transfer Personal Data outside the European Economic Area without prior written consent from the other.

## 18. ANTI-BRIBERY

The Client and the Contractor shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010.

## 19. GENERAL

1. **Notices:** All notices must be in writing and delivered by hand, email, or first-class post to the recipient’s address.
2. **Assignment:** Neither party may assign rights or obligations without written consent.
3. **Subcontracting:** The Contractor may sublet parts of the Works but remains responsible for obligations under the Contract.
4. **Entire Agreement:** The Quotation and these Terms & Conditions constitute the entire agreement between the parties and supersede all prior understandings.
5. **Amendment:** Any amendment must be in writing and signed by authorised representatives of both parties.

6. **No Reliance on Representations:** The Client acknowledges they have not relied on any statements not expressly included in this Contract.
7. **Severance:** If any clause is unenforceable, it shall not affect the enforceability of the remaining provisions.
8. **Waiver:** Failure to enforce any provision shall not constitute a waiver of future enforcement.
9. **Jurisdiction:** The courts of England and Wales shall have exclusive jurisdiction over any dispute arising out of this Contract.

**I have read, understood and accept these Terms and Conditions as part of our engagement with DT Civils Ltd.**