

Standard Terms & Conditions of Contract (Revision 1 – July 2026)

These Terms & Conditions apply to all quotations and contracts entered into by Delmere Projects Ltd ("the Company") and the Client.

- 1. Acceptance:** Acceptance of any quotation, whether verbally, electronically or in writing, shall constitute acceptance of these Terms & Conditions. The Contract shall comprise the Company's quotation, these Terms & Conditions and any drawings, specifications or written variations referred to within them.
- 2. Quotations:** All quotations remain valid for thirty (30) days unless otherwise stated. The quotation is based solely upon the scope of works described. Any alteration, addition or omission requested by the Client may require a revised quotation and/or adjustment to the Contract Sum and programme.
- 3. Deposits & Payments:** Deposits secure labour, materials and programme dates and become non-refundable once materials have been ordered, bespoke goods manufactured or labour allocated. Payments shall be made strictly in accordance with the agreed payment schedule. Final payment shall become due immediately upon Practical Completion of the Works, notwithstanding the existence of minor defects or snagging items which do not materially affect the intended use of the Works. Any agreed snagging items shall be rectified within a reasonable period. Where payment becomes overdue, Delmere Projects Ltd reserves the right to: suspend the Works immediately; recover all reasonable costs incurred due to the suspension; extend the completion programme accordingly; and charge any statutory interest and recovery costs permitted by law. Ownership of all goods, fixtures and materials supplied shall remain with Delmere Projects Ltd until payment has been received in full, notwithstanding that such goods may have been installed or affixed to the property where permitted by law.
- 4. Variations:** Any alteration to the agreed scope of works requested by the Client may result in additional costs and/or additional time. Where reasonably practicable, all variations shall be agreed before the additional work proceeds. Where immediate action is required for safety or to prevent damage, Delmere Projects Ltd may undertake emergency works and advise the Client as soon as reasonably practicable.
- 5. Discovery of Unforeseen Conditions:** The quotation is based solely upon conditions reasonably visible during the Company's inspection. During the course of the Works, concealed or previously undiscoverable defects may become apparent, including but not limited to: structural defects; timber decay; damp; defective plumbing; drainage defects; electrical defects; asbestos or hazardous materials; inadequate foundations; non-compliant previous works; and any other unforeseen conditions. Where such conditions are identified, Delmere Projects Ltd shall photograph and record the discovery, notify the Client as soon as reasonably practicable, explain why additional works are recommended and provide a separate quotation or estimate where appropriate. Work affecting the discovered area may be suspended pending instructions, although unaffected areas may continue. Any resulting delay shall constitute a reasonable extension of the Contract programme. Delmere Projects Ltd shall not be responsible for the cost of rectifying concealed defects which could not reasonably have been identified prior to commencement.
- 6. Client Responsibilities:** The Client shall provide: safe and unrestricted access; suitable working space; electricity and water where reasonably available; welfare facilities where reasonably available; and all permissions, approvals and information not expressly included within the quotation. Failure to provide access, timely decisions or required information may result in additional charges and extensions of time.
- 7. Client Delays:** Where the Client delays the Works through late instructions, changes of specification, failure to select materials, restricted access, absence from site or any other act or omission, Delmere Projects Ltd reserves the right to recover any reasonable additional labour, standing time, re-attendance, scaffold hire, storage or programme costs incurred.
- 8. Deliveries & Product Inspection:** Where reasonably practical, products shall be made available for inspection prior to installation. Delmere Projects Ltd shall undertake a reasonable visual inspection upon delivery. Minor handling marks, transit marks or manufacturing blemishes may not always become apparent until unpacking or installation. The Client is requested to inspect all visible products before installation and notify the Company immediately of any concerns. Unless a cosmetic issue could not reasonably have been identified beforehand, products installed with the Client's knowledge and without objection shall be deemed accepted for cosmetic appearance. Nothing within this clause affects the Client's statutory rights.
- 9. Materials:** Natural materials including timber, slate, clay tiles, concrete tiles, brickwork, stone and other natural products will naturally vary in colour, texture, grain, profile and appearance. Exact colour, texture or weathering matches between existing and new materials cannot be guaranteed. Such variations shall not constitute defects.
- 10. Programme:** Commencement and completion dates are estimates unless expressly agreed otherwise in writing. Delays arising from: adverse weather; excessive heat; frost; snow; high winds; supplier shortages; transport disruption; Client variations; hidden defects; statutory approvals; utility interruptions; illness; industrial action; or any other matter beyond the Company's reasonable control, shall not constitute breach of contract and shall automatically extend the Contract programme by a reasonable period.

11. Site Conditions: Construction work inevitably creates reasonable levels of dust, vibration, noise and disruption. Whilst every reasonable effort shall be made to minimise inconvenience, complete elimination is not possible.

12. Existing Building & Existing Services: Delmere Projects Ltd accepts no responsibility for the condition, suitability or structural integrity of the existing building except where expressly stated within the quotation. Whilst reasonable care shall be exercised, the Company cannot accept responsibility for concealed pipework, drainage, cables, structural defects or other hidden services whose location or condition could not reasonably have been identified before commencement. The Company shall not be responsible for pre-existing deterioration or damage discovered during or after completion of the Works.

13. Hazardous Materials: Unless expressly included within the quotation, removal, treatment or disposal of asbestos, contaminated materials or hazardous substances is excluded from the Contract. Should hazardous materials be discovered, work may cease immediately until suitable arrangements have been made.

14. Scaffolding: Where scaffolding is required, any delays caused by the Client shall entitle Delmere Projects Ltd to recover any additional scaffold hire charges and associated costs incurred.

15. Guarantees & Warranties: The Company's workmanship guarantee applies solely to workmanship undertaken by Delmere Projects Ltd.

Manufacturer warranties remain solely those provided by the manufacturer. Guarantees do not apply where defects arise from: misuse; neglect; accidental damage; structural movement; inadequate maintenance; third-party alterations; unauthorised repairs; interference; acts of nature; or circumstances beyond the Company's reasonable control.

16. Third Party Works: Delmere Projects Ltd accepts no responsibility whatsoever for works undertaken by third parties before, during or after completion where those works affect, alter or interfere with the Company's installation.

17. Right to Rectify: Should the Client believe any aspect of the Company's work to be defective, Delmere Projects Ltd shall be notified as soon as reasonably practicable and provided with a reasonable opportunity to inspect and, where appropriate, rectify the matter. Except where emergency action is reasonably required to prevent injury or significant property damage, the Company shall not be liable for costs incurred where third parties undertake remedial works without first providing such opportunity.

18. Storage, Parking & Access: Where agreed, materials stored on site shall remain at the Client's risk. Parking permits, parking charges, road licences, skip permits or other authority fees required for the Works shall be the Client's responsibility unless expressly included within the quotation.

19. Health & Safety: Clients, visitors, contractors, children and pets must remain clear of working areas and comply with all reasonable health and safety instructions whilst work is in progress.

20. Photographs: Delmere Projects Ltd may photograph the Works before, during and after completion for quality assurance, warranty records, insurance purposes and marketing. No personal information identifying the Client or the property address shall be published without the Client's consent.

21. Cancellation & Suspension: Should the Client cancel the Contract after acceptance, the Company reserves the right to recover all costs reasonably incurred including: administration; labour; ordered materials; bespoke goods; non-returnable items; subcontractor charges; and any other unavoidable losses. The Company reserves the right to suspend the Works immediately where payments become overdue or where the Client prevents reasonable progress.

22. Force Majeure: Delmere Projects Ltd shall not be liable for any delay or failure to perform its obligations where such delay or failure results from circumstances beyond its reasonable control, including but not limited to severe weather, fire, flood, pandemic, supplier failure, transport disruption, industrial disputes, governmental action or interruption of utility services.

23. Limitation of Liability: Nothing within these Terms & Conditions excludes or limits liability which cannot legally be excluded under the laws of England and Wales. Subject to applicable law, the total liability of Delmere Projects Ltd arising under or in connection with the Contract shall not exceed the total Contract Sum actually paid by the Client. The Company shall not be liable for indirect, consequential or economic losses except where such liability cannot legally be excluded.

24. Entire Agreement: The quotation, these Terms & Conditions and any agreed written variations constitute the entire agreement between the parties and supersede all previous discussions, representations or understandings unless expressly incorporated into the Contract.

25. Severability: Should any provision of these Terms & Conditions be found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

26. Practical Completion: For the purposes of this Contract, Practical Completion means the stage at which the Works are substantially complete and capable of being used for their intended purpose, notwithstanding the existence of minor snagging items which do not materially affect their use.

27. Governing Law & Dispute Resolution: These Terms & Conditions shall be governed by and interpreted in accordance with the laws of England and Wales. The parties shall first endeavour to resolve any dispute through good faith negotiation before commencing formal legal proceedings. Nothing within this clause shall prevent either party from seeking urgent legal remedies where reasonably necessary.