



Standard Building/Construction Contract for Consumers

TERMS & CONDITIONS – OUR CHARTER

INTRODUCTION

- A. The following are our Standard Terms & Conditions which are deemed to be written in every contract for all kind of building, construction and related work that we enter into with a customer who is a consumer (and not some form of commercial enterprise or business). Normally, we will enter with you into a written agreement, (your ‘Agreement’ with us), which is incorporated in the estimate you will need to sign to show that you agree for us to do the work in the estimate. Any terms described in that Agreement you signed take precedence over this document but for everything else not contained in the Agreement or in the absence of a written agreement altogether, the relationship between you and us is governed by the contents of this document.
- B. We will send to you a copy of our Standard Terms and Conditions with our estimate or our Agreement for the work we have been asked to do for you, but these Terms & Conditions are also available on-line and can be downloaded from our website www.duvacourt.co.uk on our Construction Services page. You may also ask to receive them in large print format.

PRELIMINARY

1. ‘Duvacourt Construction’, (referred to as ‘Duvacourt’ hereinafter), is the trading name of Duvacourt Limited for all building, construction, electrical or such other Building Contractors’ related work. A contract entered with either Duvacourt Construction means that the responsible Company is Duvacourt Limited whose trading address is the SIA/Duvacourt Group, 46a Pevensey Road Eastbourne, East Sussex, BN21 3HP.
2. These Terms and Conditions are implied to have been written into and apply to every contract made between you and Duvacourt for any domestic building, construction or related work. All the terms and conditions remain applicable and enforceable in every contract except those specific terms or parts thereof that have been expressly excluded or amended by a clause in our Agreement with you.
3. Also implied in these Terms and Conditions are your rights under statute as a consumer for your peace of mind.

MEANING OF WORDS

4. In this document the following words will have the particular meanings shown below:

- a. **'Duvacourt'** means Duvacourt Limited t/a 'Duvacourt Construction' and **'we', 'us'** mean Duvacourt Limited.
- b. **'Customer', 'you', 'yours'** mean you the customer, (who must be a **'consumer'** for the purposes of this contract) and it, also, includes any person, party, employee or other **agent** or party who purports or claims to have **your authority** in dealing with 'us'. The term agent includes your family members, persons employed by you or persons who claim that have your authority to act for you.
- c. **'Parties'** means **you** on the one hand and **us** on the other who are the parties in this agreement and the word **party** shall be construed accordingly.
- d. **'Consumer'** is given its ordinary meaning in that you are a 'natural person', (i.e. you are not a company), you are not acting in the course of a business or for a business or commercial purposes and the work carried out is at a domestic dwelling and not for a business or an enterprise.
 - i. **'off premises contract'** is a contract agreed in a place away from our place of business without giving you the opportunity to examine it and be satisfied that this is what you want and it is suitable for you, (such would be a contract that had signed immediately after meeting with you away from our offices without giving you the opportunity to look at it again on your own and be happy with it before signing it).
 - ii. **'on premises contract'** is a contract agreed and signed at our place of business or where we have visited you on site or at home and gave you time to discuss, consider and negotiate our contract before you decided that this was what you wanted and you were happy to proceed with us and sign it .

All our normal work is concerned with **on premises contracts**.
- e. All references to the singular shall include the plural and vice versa.
- f. All references to 'he', 'him' and 'his' shall be taken to include 'she', 'her' and 'hers' and the neuter.
- g. Any obligations or liabilities of more than one person shall be joined and several, (i.e. if a party consists of more than one person, then they are altogether liable for the performance of the Agreement as well as each one separately), and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation, (i.e. if the Agreement say that you must do something it also means that you will be in breach of the Agreement if you do not do it).
- h. **'Work'** means the work we will carry out as set out in our estimate.
- i. **'Site'** has the same meaning as 'Work Site' and it includes all the areas where we expect to work and/or use or occupy in order to carry out our work.

- j. **'Agreement'** means the contract or any contract made between you and us by instructing us to carry out any Work.
- k. **'CDM'** means the applicable Construction (Design and Management) Regulations
- l. **'Changes'** (or **'changing'**) refers to changes to the work including anything added, left out or otherwise altered.
- m. **'Completion date'** means the date on which the work will be substantially completed so that the site is ready to be handed back to you ready for use or occupation even if there are some minor defects or minor finishing work to be done or still to be done.
- n. **'Defects'**, **'defects liability'** and **'defects liability period'** are terms concerned with the period during which we would be responsible to put right at our own expense any defects that appeared as a result of a fault in our work.
- o. **'Documents'** means any documents supplied to us or required by us in order to do our work and complete our contract with you.
- p. **'Price'** is the price we have agreed with you for the work to be done. The total includes any VAT payable by you. (Our invoices will also show the VAT analysis as a separate item.)
- q. **'Provisional sum'** is part of the price and it is an estimated sum for a costing or an expense or an item which was difficult to price reasonably accurately or it concerned a part of the works about which we are still awaiting of your final instructions. Provisional sums will be adjusted on invoicing so that they reflect the cost of the actual work done.
- r. **'Contingencies'**, (where specified), are events that are possible to happen but cannot be predicted with certainty and **Contingency Sums** are suggested sums of money set aside for dealing with such events if they happen.

Contingencies are not the same as unforeseen or unknown events and Contingency Sums, (which may or may not be needed to be used), are separate to the Price. It is prudent that in all building work the customer should keep aside some contingency money.

- s. The terms **'bill'** or **'invoice'** have the ordinary meaning given to each one of them and for all practical purposes they both mean the same thing within the context of our Agreement.
- t. **'Due Date'** means the date by which you must pay our invoices and your payment in clear funds must reached our account. Unless otherwise agreed this is normally 7 calendar days from the date on our invoice; i.e. you must pay your invoice and your payment must have reached our account within 7 days of the date on our invoice.

- u. **'Lead Time'** is the time (or number of calendar days or weeks) we need to prepare and get ready before we can start work at your site from the date you tell us to start work. Lead time depends on the size, scale, complexity and other factors concerning the work but also what other prior engagements we have before we are free to start work at your property. We will tell you how long this advance notice will be likely to be.
- v. **'Final Price'** means the total price which you must pay us for the work we carried out including any changes to your original instructions or the work we were first instructed to do and, generally, any variation from any previously agreed price and any other or additional work done and any other costs, expenses and claims permissible under the Agreement between the parties including VAT at the appropriate rate.
- w. **'Final bill'** means the final invoice or bill for the completed work which is the Final Price less the money already invoiced to you.
- x. **"VAT"** is value added tax as constituted by the value added Tax Act 1983 (as amended) or any other similar tax imposed in addition or substitution. Most construction industry work is subject to standard rate of VAT but there are exceptions and we will automatically adjust and let you know if any apply to your contract.
- y. **'Deposit'** means the payment to us of an agreed sum on account before any work commences. It will be shown on our estimate as a fixed sum or as a %age of the Price for the Work and it will be used as part of your payments to us.
- z. **'Claims and Expenses'** mean all actions, proceedings, damages, losses, liabilities, reasonable costs, expenses, charges, fees, disbursements, taxes, or duties (including legal and surveyor's fees), incurred or payable by reason of a breach of any of your obligations under the Agreement.
- aa. **'Interest'** is interest at the rate of 8% above the Bank of England base rate at any one time for unpaid invoices from the date on the invoice until it is actually paid.
- bb. **'Neighbouring Property'** is any land, buildings, structures, fixtures and fittings, (whether already erected or not and whether adjoining or not), which do not form part of the work under our Agreement.
- cc. **'Planning Acts'** means generally all the Acts, statutes and legislation concerning planning, housing, building, construction or civic regulations in force at the time and **planning** is accordingly derived.
- dd. **'Planning permissions'** means any permission consent or approval given or required to be given under the Planning Acts including any permissions and/or approvals concerning Building Regulations.
- ee. **'Plan(s)'** means the plans and specifications you have submitted to us as part of the documents used to plan and estimate for the work that you engaged us.

- ff. Where the context so requires the word '**Contract**' (or 'contract') is synonymous to the word '**Agreement**'

THE AGREEMENT

5. By instructing us to do or carry out any work for you or on your behalf you acknowledge and agree that you have the legal authority to instruct us for that work and enter into an Agreement with us under the Terms and Conditions described in this document and those, (if any) in that Agreement.
6. The Agreement is a legal document and you must only sign it if you are satisfied with it and all its terms and conditions. If you have not understood something about our Agreement with you, you must ask us for an explanation; you may also ask someone else who can help you and explain it to you, (e.g. a solicitor or the Citizens Advice Bureau).

ADDRESS FOR SERVICE

7. Unless otherwise advised in writing, the address where all Notices, claims, invoices, bills or other correspondence will be served or sent for service between the Parties is their respective addresses and more particularly,
 - i. For the Customer: the address you have stated and shown on our Estimate or signed Agreement; and ,
 - ii. For us: our trading address as stated above.
- b. You are responsible to ensure that you advise us and let us know of any changes in your address for service. All documents delivered at your address for service will be deemed to have been properly received by you.

OUR OBLIGATIONS TO YOU

8. We will carry out the Work:
 - a. with reasonable care and skill and to a reasonable standard;
 - b. using materials of satisfactory quality;
 - c. by the Completion Date or as otherwise extended or amended or as close as possible to that date but this term does not make time of the essence and to this extent (i) we cannot be held liable for a breach because of time and (ii) you cannot refuse to pay us;
 - d. and comply with any approved plans for Building Regulations to the satisfaction of the Local Authority's Building Control on the condition that the Work has been approved by the Local Authority and we have been furnished with the approved plans and specifications and/or you have not instructed us to do otherwise or to vary from the approved designs, plans or specifications;

- e. and keep to any legal or other requirements which have been expressly brought to our attention or they are the builder's normal practice to follow on the condition that you have not instructed us to do otherwise or to vary or deviate therefrom;
 - f. and at the end of the contract, subject to full payment of all monies due, we will give you any guarantees, test certificates and the like or copies thereof which apply to the Work, (if any), and we have agreed to supply you with. You should keep those safely for future reference. ¹
9. Subject to the size and length of the Contract, we will invoice you at regular intervals as the work progresses. This is usually at weekly intervals or at convenient phases of the work. We will prepare these interim invoices by making a fair and reasonable assessment of the value of the materials and the work done to the date of assessment and our invoices will reflect the work done or the %age of the Work done to that day.
- a. We reserve the right to avoid occasionally invoicing you if, in our opinion, there is insufficient or incomplete work to invoice you for at that particular time and/or both parties will be better served if an invoice was raised on a later date instead.
 - b. We will submit our final invoice when all our work has been substantially completed.
10. At the end of the Contract we will remove all rubble, surplus materials, waste, rubbish, tools and scaffolding from the site and leave it clean and tidy. We will not be responsible for removing any items which you, or any person who is not under our control and/or does not form part of our own team, has placed on site or items, debris etc., which we have not created in the course of our work.
11. We will observe the Terms and Conditions in our Agreement and we will perform the Contract on our part.

YOUR OBLIGATIONS TO US

12. You will:
- a. pay to us the Deposit which must reach our account in clear funds before we start work.
 - b. pay for all the Work done as well as for any contingency work done, any additional or extra work necessary for or akin to the satisfactory completion of our Contract, any additional or extra work we were instructed to do, the difference for any variations to the Contract carried out at your instructions and for all other expenses, fees and costs under the Agreement and any other Claims and Expenses incurred to us.
 - c. settle all invoices issued to you and pay them in clear funds to reach our account by the Due Date.

- d. pay Interest for any sum, invoice, bill, expense overdue or, (subject to clause #28.b), any balance remaining outstanding after the Due Date.
13. You will give us clear instructions in advance and in good time for the work you want us to do or any changes and/or variations to the work you want us to do during the course of our Contract.
 - a. You will indemnify us from liability for any variation or changes to the prescribed work and any work affected therefrom; and, also,
 - b. You will indemnify us for any work which you have instructed us to do against advice or with the knowledge that it may not be compliant with Local Authority requirements or other laws, bylaws and/or regulations.
 14. You will allow us with sufficient access to the site and keep the site clear of all obstructions so that we can do our work efficiently and effectively and without risks to you. The work site includes not only the actual building area but, also, adequate space around and access for materials and storage and for our staff to do the work safely.
 15. You will provide and pay for all water and energy at the site for use by us to do the Work and you will, also, provide us with the use of toilet and washing facilities for our staff unless there such provision expressly stated in our estimate.
 16. You will observe the Terms and Conditions in our Agreement and you will perform the Contract on your part.

TERMS & CONDITIONS – General

17. We will accept your instructions from you and/or any of your Agents or other representatives without enquiry as to the authority under which they act on your behalf and such instructions shall have the same contractual effect and shall be bound by the same Terms and Conditions as those given by you unless you expressly instruct us in writing to deal with and take instructions directly from you only and/or from a named person and nobody else.
 - a. You will indemnify us from liability for any work carried out under the instructions of your agents which you do not agree with and any work affected therefrom unless this work was carried out after you had have instructed us that we must only deal with you or a named person and there has been sufficient time to relay your communication to our staff on site.
18. It is assumed that the sub-structure of the property and all surfaces and structures and all hidden areas to which the Work is to be carried out are sound, in satisfactory condition and capable of accepting the Work without repairs or amendments. Should there be a need for repairs or other work or amendments to be carried out in order for the Work to be completed we will let you know as soon as we become aware. Unless impractical or urgent, we will also let you know of its estimated cost which will be in addition to the Price and you will be invoiced accordingly.

19. Unless you instruct us otherwise, you are not putting any limits on how or when the Site can be used.
20. Unless impractical or urgent or you instruct us or deemed to have instructed us otherwise, we will price any unexpected work or any additional work you ask from us to do or needs to be done and we will seek your consent or approval or further instructions before proceeding with it.
 - a. Similarly, and as far as it is possible and practical or reasonable, we will seek your instructions for any changes and variations to the Work, (including revised work), or to the specifications and adjust the price accordingly for your approval before proceeding with those changes.
 - b. If we cannot give you an exact price for any variations, additions, amendments and the like at the relevant time we will try and give you an approximate or a roughly estimated price for you to agree with before proceeding with it.
 - c. Changes and revisions of work may mean that additional costs are involved or created which may not have been obvious at the relevant time and you will have to pay us for.
 - d. Late instructions, amendments and/or revisions for work done or to be done may mean that there are additional costs (over and above the cost of the revisions etc.) from replacing work already done or materials ordered, goods supplied and arrangements already made which you will have to pay us for.
21. If the work is delayed or lasts longer than expected for any reason other than our fault we will adjust the price accordingly and, if it is your fault, we will be entitled to claim for any losses and expenses caused or that we may have suffered.
22. Although we make all reasonable checks to avoid errors occurring or mistakes happening we reserve the right to amend and correct such errors or mistakes as soon as they are noticed or brought to our attention. This does not affect the principles and/or essence of our Contract with you whatsoever.
23. We reserve the right to amend the work starting date where circumstances so dictate or are beyond our control by giving you reasonable notice.
24. We reserve the right to extend the Completion Date for any reasonable cause or event and in relation to any matters outside our control, (including weather related delays), any delayed instructions (or lack of instructions) from you concerning the Work or any other additional, revised or amended work or your choice of materials and/or goods, or availability of materials and, also, for any other obstruction or delay to our work which is beyond our means or control including, (but not limited to), civil commotion, wars, riots, strikes etc. by giving you reasonable notice.

Consents and Documents

25. You must get all the consents and permissions needed, (including planning and building control consents and approvals), before work commences and keep to any conditions relating to the work, pay all the relevant fees and see that completion certificates, (if any), are obtained as necessary. The responsibility for getting formal written confirmation that the work meets those regulations or permissions and it has been completed accordingly is with the party who is responsible for getting building regulations approval or planning consent.
- a. For our part, we will facilitate and deal with any building control inspections as required by law and/or the Local Authority but you (or your agents) are responsible for applying and obtaining Building Regulations in the first instance.
 - b. If you do not know what you need we will be able to advise you on the requirements or even deal with all these matters and we will tell you what our fees will be for the purpose and, where possible, the estimated cost to you of the Local Authority's fees and any other disbursements.
 - c. Similarly, you must have all documents and specifications needed, (including structural engineer's schedules where necessary), before the work commences and, again, we can arrange for structural calculations and schedules to be prepared for you at an agreed fee and/or cost.
26. You must disclose to us all the information we need to carry our work to a satisfactory standard. You will be liable to and pay us for delays and/or other expenses incurred as a result of project-specific characteristics which were not disclosed to us in time or at the time of the estimate.
27. The responsibility for the accuracy of all details in the documents you have supplied us with for the Work and remaining up to date remains with you at all times and we cannot be held liable for Work done by using those documents.
- a. If we find that there are inaccuracies in those documents or there are errors we will let you know and by doing so we will discharge our duty in this matter. You will be responsible for ensuring that they are corrected. If you instruct us to continue using those documents or you instruct us to continue or do work against our advice you will be responsible for the risks you are taking and there may, also, be additional costs incurred which you will be liable for.

The Deposit and its Management

28. Your Deposit will be paid to us before work can start and be held in trust as described below:
- a. With each of our invoices a proportion of the Deposit will be set against the invoiced sum as a percentage fraction of the invoiced sum to the total value of the Work so that the size of the Deposit held reduces and diminishes in line with the work invoiced.

- b. If during the course of the contract you fail to pay an invoice or any part thereof or you fail to pay on time and there is sufficient Deposit still left, the Deposit or part thereof may be used to cover against that invoice or as much of the invoice it can cover or needs to be covered to reduce (i) your liability for contractual interest, and/or (ii) your net debt to us but you will be obliged to restore the Deposit back to its appropriate balance before work can continue subject always to the terms concerning non-payment hereinafter.
29. Currently there is no interest payable by the bank on deposit balances in the account but, if interest was payable, the net interest earned by your Deposit, (after banking costs and taxes, if any, have been deducted or accounted for), will be credited to and set against your final invoice in the same way as the Deposit itself.

Health & Safety

30. . We will be responsible for all health and safety issues relating to the work for which we are responsible or liable.
 - a. We reserve the right to prevent or restrict your free movements on site where it is necessary or reasonable to do so for your safety or for Health & Safety reasons.
31. Where CDM applies, we will keep to our obligations and you must keep to your obligations.

Materials, Goods & Ownership

32. We reserve the right to order, supply and use materials, goods and fittings of similar or equivalent to any materials specified in any Documents for as long as those materials or goods we supply are not job-specific, they are of satisfactory quality, fit for their normal purpose, meet the requirements for the Work and the appropriate British Standard and codes of practice in force at the date of placing the order.
33. If, instead of any normal purposes, you have told us about a special purpose to be attributable to any materials or goods we intend to use in the course of the Work you must confirm this in writing before ordering giving us full details of those goods or materials.
34. We will not be obliged to supply materials or goods which are no longer available for whatever reason.
35. We cannot be held liable for the satisfactory quality of any materials or goods you supply or whether they are fit for their normal purpose and/or of the description or type required under the architect's plans or to meet the appropriate British standard and codes of practice in force.
 - a. You indemnify us for any defects, damage and/or losses you may incur for work and goods where materials you have provided or you have asked us specifically

to use in the course of the work have been the underlying cause of damage or loss.

36. All materials, work and goods supplied, made, carried out, purchased, delivered and/or erected by us shall remain our property until we have been fully paid and, until such time as title of the goods etc. passes to you, we reserve the right to ask you to deliver those to us failing which we will take legal action to recover those or their value.

Subcontractors

37. We reserve the right to engage subcontractors for any part of the work. We will be responsible for the work carried out by our subcontractors.
38. We will not be responsible or liable for goods and materials and/or work carried by other contractors instructed by you or subcontractors and/or suppliers named by you to work with us
- a. You indemnify us for any defects, damage and/or losses you may incur for work and goods made by contractors or subcontractors of your choice or named by you unless it is work we, ourselves, had engaged your contractors, subcontractors or suppliers to do as part of our original intentions independently of your request.

Liabilities and Indemnities

39. We will keep you indemnified during the period of carrying out the Work and we shall take out and maintain an 'all risks contractors insurance' against losses resulting from:
- a. personal injury or death directly related to the carrying out of the Works by us;
 - b. damage to the Works and/or other property, (including neighbouring Property), directly related to the carrying out of the Works by us and it has arisen or it was caused by our negligence.
40. You will indemnify us and keep us indemnified and you will be liable for any losses resulting from or to:
- a. Neighbouring Properties, existing structures and contents (unless it falls within our own obligations for work being done covered by our Contractors Insurance policy);
 - b. any loss as a result of negligence or breach on your part including (but not limited to) liability arising from the ownership of the building and/or liability arising under the Occupiers Liability Act 1957;
 - c. any personal injury or death caused by your negligence or the negligence of any person that you or your agents are responsible for.
41. Should a claim arise under our insurance you must advise us immediately with full details so that we, in turn, notify our insurers. Any delay may render the claim invalid.

Defects Liability

42. We will put right any defects in the work due to faulty workmanship caused by us or materials and goods supplied by us. You will not be charged for this.
- a. The Defects Liability Period is any reasonable period which would be reasonable for the relevant defect to manifest itself to a maximum of one calendar year from the Completion Date or the last date of work to that part of the Work.
43. We will not be responsible for any defects
- a. due to the conditions of the site or relevant to the Property or which existed before work began and it was not our responsibility to put right under our Contract;
 - b. caused by you or any other person except us and our operatives or any event taking place after the Completion Date; and,
 - c. any defect from or relevant to materials and services not provided by us or under clause #38 and its sub-clause.
44. The defects resolution described in clauses #42 and #43, above, does not affect your statutory rights.

Complaints & Disputes Resolution

45. We always endeavour to provide the best service and products for our customers. However, on rare occasions, we recognise that there may be times where our customers may not be completely satisfied. To ensure that we are able to put things right as soon as we can, please follow our complaints procedure below and we will respond promptly to ensure complete satisfaction.
- a. As soon as possible after the completion of the works, please inspect the work to ensure everything has been carried out to our usual high standards.
 - b. In the unlikely event there is anything you are not completely satisfied with, please contact us as soon as you can in order that we can rectify any problems as soon as possible. Either call us at our Administration Department on 01323 722131 or write to us at our offices at 46a Pevensey Road, Eastbourne, East Sussex, BN21 3HP or email our us at info@duvacourt.co.uk. We aim to respond within 7 days of receiving your complaint and where possible, we will provide you with a date to remedy any issues raised or visit you to establish the problem to remedy.
46. Where we are unable to resolve or remedy your complaint to your satisfaction using our own complaints procedures, above,
- a. as members of the Federation of Master Builders, ('FMB'), which is an approved ADR body, the FMB offers a free conciliation service to private individuals whose complaint is concerned with FMB members. In the unlikely event that we cannot

remedy your complaint to your complete satisfaction you may wish to refer your complaint to them. If you wish to do so please call 01223 463 111 or write to dispute@fmb.org.uk .

OR

- b. you may, if you wish to, refer your complaint to the Dispute Resolution Ombudsman via its website <http://www.disputeresolutionombudsman.org> or by calling 0333 241 3209.

47. Your statutory rights are not affected and where a dispute has arisen at any time either one of us may elect and have the right to bring Court Proceedings unto the other.

Withholding Payments

48. Without prejudice to our rights concerning suspension or cancelation of work under clauses 51 to 53 below, if a dispute has arisen for which you intend to withhold payment, you can only withhold such an amount of payment which it would reasonably reflect the value of the subject matter of your complaint and

- a. you must give notice in writing with full details of your intentions in advance of withholding any payment,
 - i. saying that you are going to withhold payment; and
 - ii. setting out the amount you will withhold; and
 - iii. the reason for withholding payment; or if there is more than one reason, you must give each reason and the amount which applies to it.

AND,

- b. unless we are able to readily resolve the dispute amicably between us, we request that you agree and participate with us in any one of the Alternative Dispute Resolution procedures described in clause #46.

Your Right to Cancel an 'Off Premises Contract'

49. We do not make 'Off Premises Contracts' and the Right to Cancel for these types of contracts do not normally apply in contracts under this Agreement.

Other rights of Cancellation or Termination of the Contract

50. Our Contract may be cancelled or terminated by mutual agreement provided always that both you and us are willing to terminate the contract by reaching such an agreement between us.

51. Without affecting either yours or our legal rights and remedies, we can end or suspend all or part of our Contract with you in one (or more) of the following circumstances:

- a. If you fail to pay any of our invoices and a balance (including any set-off) still remains unpaid after the Due Date.

- b. If you *make a habit* of repeatedly delaying your payments to us and we need to keep on *chasing* you
 - c. If you *make a habit* of repeatedly breaching your obligations under our Agreement
 - d. If you, or anyone under you, (including agents, employees, third parties, etc.),
 - i. interfere with or obstruct the Work or any work, or
 - ii. fail to make the site available to us (without good reason) for the contract period, or
 - iii. become or present a Health and Safety risk to us and/or our operatives or third parties whom we may bear some responsibility or liability to, or
 - iv. object or interfere or prevent us from taking measures to ensure the quality of our work or the safety of the site and/or building, or
 - v. any one or more of the aforementioned.
 - e. If you become bankrupt, or make a composition or arrangement with your creditors (or any one or more of the aforementioned).
52. If we suspend part of the Contract we can also end it if the same criteria described in clause #51 immediately above still exist.
53. If we suspend or terminate the Contract because you are at fault we will be entitled to all payments due under the Contract to date and all reasonable costs and losses suffered or incurred, (including loss of profit), and all Claims and Expenses involved in or resulting from ending all or suspending all or part of the Contract.
54. Without affecting yours or our legal rights and remedies, you can end this contract in one (or more) of the following circumstances:
- a. If we stop work for 14 days in a row, without reasonable cause or reason or we work intermittently without reason, cause or explanation and you send us a written notice, asking us to restart work or work steadily and we ignore your notice without providing an explanation or reason and/or take no action to restore the position within seven days of receiving your notice.
 - b. If we go into liquidation;
 - c. If we make a composition or arrangement with our creditors;
 - d. If we are wound up;
 - e. If a receiver or manager is appointed over our business except if this is to amalgamate or reorganise our operations or business.
55. Save for clause #54 above, if you terminate the Contract early you will be liable to paying us damages which are either (a) the Deposit if you cancelled the Contract before

work started or (b) the loss of profit and all Claims & Expenses resulting from the early cancellation which will be in addition to any money owed for work already done.

56. If there is a dispute over who ended the Contract, (that is to say whether you ended the contract or we suspended and ended the contract), it will have to be proven that a Notice has been served as described above. Proof of the relevant e-mail or an acceptance of the service or a recorded delivery post proof produced together with the Notice will suffice.

Force Majeure:

57. Neither of the parties in the Agreement will be held liable to each other for any loss, damage or delay attributable in whole or in part to action by any government or government agency or any third party and/or circumstances, events or actions which are beyond the parties' control or could not have reasonably been foreseen or other force majeure and in particular but not limited to failure of equipment or interruption of power supplies or failure of services.

Other

58. E-mails are accepted to be used as formal means of communication and receiving or giving instructions between the Parties and for the exchange of documents and the Contract as attachments. Scanned signed pages of documents or contracts are accepted to be used as formal proof of signing the Contract or the relevant document. Service of legal documents are only accepted by post but additional electronic communication is encouraged to facilitate early awareness of the intended service of a document.
59. This Contract is only for the benefit of you and us and no one else. There are no third party rights to it whatsoever.
60. We reserve the right to change our Terms and Conditions but any change will only affect future contracts or sub-contracts agreed after the new Terms and Conditions have been published unless the change is reasonable to be made straight away or it does not unreasonably affect your existing Contract with us.
61. Headings in this document are for ease of reference only and do not in themselves have any effect in our Agreement.
62. This document supersedes and replaces all earlier Terms and Conditions from the date it takes effect.
63. In the event that any of the provisions in this Agreement are determined to be invalid, unlawful, or unenforceable to any extent, such provision shall be severed from the Agreement which will continue to be operative to the fullest extent permitted by law.
64. This Agreement is governed by the Laws of England.

OTHER SERVICES AND INFORMATION

The following services do not form part of this Agreement but are free to all our Customers and form part of our overall services to them:

1. We value our customers and we always endeavour to offer the best service possible not only for the contract in hand but, importantly, as a long term relationship.

Notwithstanding clause 42 in this Agreement we would like to keep in touch with our Customers and, subject to their consent, visit them at six months and after a year following a major contract to ensure that they are satisfied with our work and there is nothing needing our attention. We will then continue keeping in close contact giving them priority for any enquiry or work we can assist them with.

2. Although all relevant original documents, plans, consents, certificates, guarantees etc. are either held by you, returned to you or given to you, copies of those documents which have been prepared by us, handled by or dealt by us during our Contract with you are, on completion, filed in our Archives. Should you ever lose or mislay such a document you can apply to us to recover it from our Archives. These include all test certificates, plans and specifications in PDF or other suitable format.

While we take every care to ensure the integrity of our Archives we cannot be held responsible for any loss or corruption of any document held in our Archives.

This service is discretionary but, for as long as it remains operative, it is available to all our customers who need to retrieve own documents.

3. Data Protection: We value our customers' privacy and we do not share information or other data with any other party whatsoever nor we release such information unless under a legal duty to do so. We do not keep electronic databases other than what is necessary or required for own accounts and performing our job.



© Duvacourt Limited, 2018
The SIA/Duvacourt Group
46a Pevensey Road
Eastbourne
East Sussex
BN21 3HP