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These Terms and Conditions are the standard terms which apply to the provision of all services by The dmb group ltd is a company registered in England under number 10624816, (Or can be added to form part of a JCT Contract) whose office is Worple road mews Wimbledon Sw19 4db and whose registered office as above

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 you and we will enter if you accept our Proposal. The Agreement will incorporate, and be subject to, these Terms and Conditions.

“Consumer” means a consumer as defined by the Consumer Rights Act 2015;

“Client” means you, the party accepting our estimate or Proposal or placing an order with us. Where an individual is entering into this Agreement on behalf of a business, the individual confirms they have the authority to enter into this Agreement on behalf of that business and the business will be the Client in the context of this Agreement.

“Project” means the development, renovation, refurbishment, new build extension, project as detailed in our Proposal, in relation to which we are to render our Services;

“Proposal” means the proposal we give to you in accordance with clause 2 detailing the Services we will provide to you and the fees we will charge.

“Services” means the Services we will provide as specified in the Agreement or otherwise agreed between the Parties; and

“Site” means the site at which construction is to take place for the Project.

1.2 Each reference in these Terms and Conditions to:

1.2.1 “we”, “us” and “our” means the Company and includes all employees, agents and sub-contractors of ours;

1.2.2 “you” and “your” means the Client;

1.2.3 “writing” and “written” includes emails;

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

1.2.5 a “Party” or the “Parties” refer to the parties to these Terms and Conditions.

1.2.6 “these Terms and Conditions” is a reference to these Terms and Conditions; and

1.2.7 a clause or paragraph is a reference to a clause of these Terms and Conditions.

1.3 The headings used in these Terms and Conditions are for convenience only and will have no effect on their interpretation. Words signifying the singular number will include the plural and vice versa. References to any gender will include the other gender. References to persons will include corporations.

2. Proposal (quote)

2.1 We will if required prepare and submit a Proposal to you which will set out the Services to be carried out and our fee for doing so. Any price we provide will be valid for 30 days unless otherwise stated, and our Proposal will constitute our entire scope of works. You may make changes to the Proposal before accepting it. You may accept the Proposal verbally or in writing.

2.2 By accepting our Proposal (whether verbally or in writing), or placing an order with us, you are accepting these Terms and Conditions and a legally binding Agreement incorporating these Terms and Conditions will be formed between you and us.

2.3 No terms or conditions stipulated or referred to by you in any form whatsoever will in any way vary or add to these Terms and Conditions unless otherwise agreed by us in writing.

2.4 Our Proposal is based on the information you provide to us at the time we prepare it. Should any errors or discrepancies become evident which affect our order value, we reserve the right to adjust it.

2.5 Our Proposal is based on our Services being carried out during normal working hours (Monday to Friday, 9am – 5pm excluding bank holidays). Works required outside of these hours will incur additional costs.

3. Estimating Services

3.1 We will provide you with an estimate, (depending on the project the minimum fee is £75, and the fee will be credited into the cost of the project once appointed) please contact us by mail to request fee to survey and estimate your scope if estimate is not accepted on the same day, any turnaround time will be subject to change. Time will not be of the essence for the performance of our Services.

3.2 Payment is required in full, up front, or agreed payment schedule before we will commence our Services. We will commence work as soon as possible once payment has been received and therefore reserve the right to charge the full order value (and no refund will be offered) should you cancel your order at any time after our estimate has been accepted.

3.3 Any estimate we provide will be based on information provided by you. If you are a returning Client, we will use information supplied to us previously, unless you expressly request otherwise. We will not check the information against site requirements, local conditions, building regulations or third-party information. It is assumed for the purposes of estimating that plans supplied are accurate and approved by planning and building regulations and any/all statutory undertakings where relevant.

3.4 We provide budget costs for all works and mechanical and electrical work; we will state any relevant assumptions and exclusions on documents we provide to you.

3.5 Any items not mentioned in our documents have been excluded.

3.6 We will provide a first draft of your estimate and will require your feedback within 7 working days. It is your responsibility to check the estimate for any changes you may require, together with any errors or omissions. Subject to availability, we will endeavour to make any changes to the estimate within 5 working days of receiving your comments.

3.7 A draft estimate will be provided, any further amendments required, such as additional surveys, documents or design changes will be subject to additional fees, chargeable at our current hourly rate in effect at the time. We will also charge for changes to your finished estimate required because of insufficient information provided by you in the way of plans, specifications, or other details. A minimum charge of £48 a hour will apply and payment will be required in advance of any changes being made and any additional surveys needed including travel

3.7a If you require a proposal (quote) , we recommend this. Cost to provide a proposal (quote) will vary from project to project, and if required, please request our fees for proposal (quote) to be provided.

Client, customer advice, quotes and estimate the difference.

Estimates are a rough idea of price. They should be used as an initial GUIDE PRICE ONLY.

Quotes are legally binding and should ONLY be used when you are certain of the costs involved.

Proposal (Quotations)

A quotation is a fixed price offer to undertake works for a fixed amount. A quotation should specify the scope of the works and what it covers precisely to avoid having to carry out more work than anticipated at the time the quote was provided, at no extra charge. By clearly defining the scope of the quotation variations outside the quotation will be subject to additional charges (which in turn should be pre-agreed, quoted for and recorded in writing). If using quotations make sure these clearly state what is and what is not covered.

Estimate

An estimate on the other hand is no more than an educated guess as to the price that the works may cost. In other words it is a rough estimate of the cost of the works. Unlike a quotation it is not a fixed price contract but rather a budget estimate of cost. The figure stated within the estimate is not binding and may be increased due to unforeseen developments. However, when using estimates, is that if changes arise and the cost of the estimate increases, get these pre-agreed, with further estimates as to the additional costs and recorded in writing.

3.8 All estimates, quotes and fee proposals will be provided as a PDF, Excel document or word document.

3.9 We offer a free 15-minute telephone consultation to discuss the proposal provided. Any advice required beyond this will be chargeable.

3.10 We accept no liability for any item lost in the post. Any drawings or plans posted to us should be full-sized copies of the originals.

3.11 Our Services are to provide cost plans and estimates only and we cannot guarantee or accept responsibility for any variations in the actual build cost. We will not verify whether or not information provided by you or third parties on your behalf is correct. We may provide professional advice and recommendations in relation to the Services, such as estimates of quantities needed and the suitability of materials, however this is for guidance and we cannot accept responsibility for any actions taken as a result of such advice or recommendations. Further, we shall not be liable for any consequences should any professional advice not be taken.

3.12 Subject to clause 13, we accept no liability for any loss or damage you may incur because of any inaccuracy, mis-description or any other error in the information supplied by you. We assume no liability for any changes as a

result of Site conditions, whether specified at the time of order or otherwise, nor for any matters beyond our control in relation to the Project.

4. Quantity Surveying and Project Management Services

4.1 We will provide the Services as specified in our accepted Proposal with reasonable skill and care, in accordance with current professional standards.

4.2 Payment will be due for all quantity surveying and project management Services in accordance with clause 7 below.

4.3 The Construction (Design and Management) Regulations 2015 ("CDM") may apply to the works and you must be aware that you have responsibility under these regulations for the appointment of Designers, the CDM Coordinator and the Principal Contractor. The CDM Coordinator is responsible for the preparation and maintenance of the Pre-Construction Health and Safety Plan. Unless otherwise agreed, we do not act as Principal Contractor in the full sense of CDM requirements.

4.4 We can place orders with third party consultants and contractors, for and on your behalf, if you require us to do so. We may recommend preferred contractors; however, no such recommendations will be binding on you. A separate contractual relationship will be formed between you and the third-party consultants and dmb and under no circumstances will we be liable for the actions or lack of actions of said other third parties.

4.5 You will be required to hold all third parties responsible for the competence and delivery of their own relevant work or services. Any and all third-party consultants and contractors appointed to the Project shall be required to cooperate fully with us and to promptly provide any and all such information reasonably required by us to enable us to provide the Services.

4.6 You must in all circumstances ensure that any third-party consultants and contractors are responsible for site safety and the proper completion of the relevant works. Under no circumstances are we to bear responsibility for this.

4.7 We will act in accordance with all reasonable instructions given to us by you, provided such instructions are compatible with the specification of Services provided in the Agreement. However, time will not be of the essence for performance of our Services.

4.8 Upon cancellation of the Agreement in accordance with clauses 10 or 11 below, or on completion of our Services, provided payment has been made of all fees due in accordance with clause 7, we will return any documents or other property provided by you for our use in connection with the Services.

5. Document Downloads (omitted)

6. Client's Obligations

6.1 You are responsible for:

6.1.1 Providing us with all relevant information to us that is necessary for us to perform our Services. Such information shall include, but not be limited to, full design and third-party consultant information, architects' documents, the priorities of the Project, health and safety information and any information about or affecting the Site or construction work, which we will rely upon in performing our Services.

6.1.2 ensuring that any reasonable instructions issued to us are compatible with the specification of the Services provided in our Proposal.

6.1.3 ensuring that if any consents, licences, or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, these have been obtained by you before we begin the services.

6.1.4 providing us in a reasonable and timely manner with any decision, approval, consent, or any other communication we may require continuing with the provision of the Services at any time.

6.1.5 ensuring that we can access the Site on the agreed dates and at the agreed times, if necessary, to provide the Services.

6.2 If you fail to comply with any of your responsibilities outlined in clause 6.1 above, we will not be held liable for any delays as a result and we reserve the right to recover any costs incurred by us, such as for storage of materials or non-productive visits to site.

7. Payment Terms

7.1 All cost plans and estimates, quotes, fee proposals are payable on receipt of invoice. All other invoices are payable strictly 2 days from the date of invoice unless otherwise agreed in writing,

7.2 Any discount prices we may offer will be valid only for the period specified in the relevant offer.

7.3 In addition, we shall charge to the Client our reasonable travelling time and travel expenses where these are not included in the Proposal, any incidental expenses for materials used and for third party goods and services supplied in connection with the provision of the Services.

7.4 You will pay for any additional services provided by us that are not specified in the Agreement. These additional services shall be charged in accordance with our current, applicable rate in effect at the time of the performance or such other rate as may be agreed. Any charge for additional services will be supplemental to the amounts that may be due for expenses.

7.5 All sums payable by either Party pursuant to the Agreement are exclusive of VAT at the current rate or any other tax (except corporation tax), for which that Party shall be additionally liable. All payments shall be made in pounds sterling without any set-off, withholding or deduction.

7.6 The time of payment shall be of the essence. If you fail to make any payment on the due date then we shall, without prejudice to any right which we may have pursuant to any statutory provision in force from time to time, have the right to suspend our Services and charge you interest on any overdue sum at a rate of 8% per annum above the Bank of England base rate from time to time, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgment.

8. Variations

8.1 Any variation must be in writing before we can proceed with the works. Any price variation will become due for payment in accordance with the terms for payment as detailed in clause 7.

8.2 If we must make any change in the arrangements relating to the provision of the Services, we will notify you immediately. We will endeavour to keep such changes to a minimum and will seek to offer you arrangements as close to the original as is reasonably possible in the circumstances.

9. Site Visits

9.1 Should you wish to cancel an agreed site visit, we require a minimum 2 weeks' notice. We reserve the right to charge a cancellation fee of £100 + VAT where such notice is not provided. (this is dependent on contract and scope of works) this fee may not apply

9.2 If, due to unforeseen circumstances, we have to reschedule or cancel a scheduled site visit, we will contact you as soon as possible to minimise disruption and will book another visit as soon as reasonably possible.

10. Cooling Off Period – Consumers Only

10.1 Where the Client is a Consumer, the Client has a statutory right to a cooling off period. This period begins once the Agreement is formed (as detailed in clause 2.2) and ends at the end of 14 calendar days after that date.

10.2 If you wish to cancel the Agreement within the cooling off period, you should inform us immediately by post or email to the contact details provided with our Proposal. You may use our Model Cancellation Form, but you do not have to.

10.3 You will meet the cancellation deadline as long as you have sent your cancellation notice before the 14 days have expired.

10.4 If you cancel within this period, you will receive a full refund of any amount paid to us under the Agreement. Any refunds will be made within 14 days after the day on which we are informed of the cancellation, using the same method used to make the payment, unless you have expressly agreed otherwise. In any case, you will not incur any fees as a result of the refund.

10.5 If the start date for the works falls within the cooling off period, you must make an express request for the Services to begin within the 14-day cooling off period. By making such a request, you acknowledge and agree to the following:

10.5.1 If the Services are completed within the 14-day cooling off period, you will lose the right to cancel once the works are completed;

10.5.2 If you cancel the Agreement after the Services have begun, you will be required to pay for the Services supplied up until the point at which you inform us of your

wish to cancel. The amount due will be calculated and refunded or deducted in proportion to the total estimated fee and the actual Services already provided.

10.5.3 We will process any refund without undue delay and in any event no later than 14 days after you inform us of your wish to cancel.

10.6 Clause 11 applies to cancellation of the Agreement after the 14-calendar day cooling off period has elapsed.

11. Cancellation After the Cooling Off Period and for Non-

Consumers

11.1 Where the Client is not a Consumer, or should any Consumer cancel an order with us after the expiry of the cooling off period above, the Client will be liable to pay for any work that has been carried out by us and we reserve the right to impose reasonable cancellation charges against the Client, which will then fall due for payment immediately. Any monies already paid to us will be non-refundable.

11.2 We reserve the right to cancel the Agreement if:

11.2.1 you fail to make any payment on time as required under clause 7;

11.2.2 you otherwise materially or continually breach the Agreement and fail to remedy the breach within 7 days of the receipt of our written notification of such breach.

11.2.3 you make any voluntary arrangement with your creditors, become subject to an administration order or (being an individual or firm) become bankrupt or (being a company) go into liquidation (otherwise than for the purposes of amalgamation or reconstruction).

11.2.4 you cease or threaten to cease to carry on business; or

11.2.5 we reasonably apprehend that any of the events mentioned above is about to occur in relation to you and we notify you accordingly.

11.3 If we cancel the Agreement, we will confirm this in writing. If at the cancellation date we have provided Services that you have not yet paid for, we will invoice you for those sums and you will be required to make payment in accordance with clause 7.

11.4 Termination of this Agreement, for any reason, will not affect the rights and liabilities of the parties already accrued at such time or affect the continuance in force of any terms which are expressed as capable of having effect after termination.

12. Force Majeure: Neither Party 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 or war, governmental action or any other event beyond the control of the Party in question.

13. General Liability

13.1 We do accept liability and will indemnify you against any damage we may cause as a direct result of our negligence resulting in

personal injury or death, or for fraud or fraudulent misrepresentation. Except as provided in this clause 13.1, we will not be liable whether by way of indemnity, breach of contract or

statutory duty or in tort (including negligence) for any loss of profit,

loss of use, loss of contract/contracts, or for any indirect or

consequential loss or damage whatsoever.

13.2 In the event of a breach by us of our express obligations under this Agreement, your remedy will be limited to damages, which in any event, shall not exceed the fees paid by you for the Services during the 6 months preceding the date on which the alleged breach arose.

13.3 These Terms and Conditions are exhaustive of the rights, obligations and liabilities of each party, whether such rights, obligations and liabilities arise in respect of or in consequence of a breach of contract or statutory duty or a tortious or negligent act or omission which gives rise to a remedy at common law.

13.4 Nothing in these Terms and Conditions is intended to or will limit your legal rights as a Consumer under any consumer protection.

legislation, where applicable. For more details of your legal rights, please refer to your local Citizens' Advice Bureau or Trading Standards Office.

14. Insurance: We include for Public Liability.

15. Literature and Representations

15.1 Our marketing literature is presented in good faith as a guide to represent the product offered and does not form a part of our Agreement.

15.2 Our employees and agents are not authorised to make any representation concerning the materials and services unless confirmed by us in writing. In entering into this Agreement, you acknowledge that you do not rely on and waive any claim for breach of any such representations which are not confirmed.

16. Licence and Copyright

16.1 We shall, when requested, provide such necessary documents as we are required to provide under this Agreement. Any such documentation will be submitted in our normal standard format

only. If additional copies or contract specific requirements are needed, we reserve the right to apply additional charges.

16.2 Copyright in all such documents shall remain vested in us, but insofar as we are empowered to do so, we shall grant a royalty free non-exclusive licence to you to use and reproduce the said documents for your own use solely in connection with the works. It shall be a condition precedent to the granting of such a licence that all sums properly due to us under this Agreement have been paid in full.

16.3 We shall have no liability for improper use of the documents other than that for which they are prepared, or for amendments to the documents once they have been provided to you, and you shall indemnify us from and against any loss arising from such improper use or amendments.

16.4 You warrant that any design or instruction furnished or given by you shall not cause us to infringe any letter patent, registered design or trademark in the execution of our Services.

17. Assignment and Sub-Contracting

17.1 You may not, without our prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under these terms and conditions.

17.2 We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under these terms and conditions, without your prior consent.

18. No Employment: Nothing in this Agreement shall render or be deemed to render us an employee or agent of yours or you an employee or agent of ours.

19. Waiver: No failure by either party to enforce the performance of any provision in this Agreement shall constitute a waiver of the right to subsequently enforce that provision or any other provision of this Agreement. Such failure shall not be deemed to be a waiver of any preceding or subsequent breach and shall not constitute a continuing waiver.

20. Confidentiality: Each party undertakes that throughout the duration of the Agreement, the parties may disclose certain

confidential information to each other. Both parties agree that they will not use the confidential information provided by the other, other than to perform their obligations under this Agreement. Each party will maintain the confidential information's confidentiality and will not disseminate it to any third party, unless so authorised by the other party in writing.

21. Data Protection: Each party agrees to comply with all applicable data protection legislation including, but not limited to, the Data Protection Act 1998 and any subsequent amendments thereto.

22. Notices

22.1 All notices under the Agreement shall be in writing and be deemed duly given if addressed to the most recent address or email address notified to the other Party and if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

22.2 Notices shall be deemed to have been duly given: when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; when sent, if transmitted by email and a successful return receipt is generated; or on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid.

23. Third Party Rights: The Agreement is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.

24. Severance: If one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, that/those provisions shall be deemed severed from the remainder of this Agreement. The remainder of this Agreement shall be valid and enforceable.

25. Governing Law and Jurisdiction: These Terms and Conditions and the Agreement shall be governed by, and construed in accordance with, the laws of England and Wales and any dispute shall fall within the exclusive jurisdiction of the courts of England and Wales.

Regards

Thomas Hassard

Director

The dmb group ltd

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