

# Terms & Conditions



## Considerations for your installation

### Site Access / Access Equipment

Unless specifically requested and otherwise confirmed in writing we have not made allowance for:

- Work outside normal working hours, 08:00 to 17:30 hours Monday to Friday inclusive (excluding public/bank holidays).
- It is the customer's responsibility to move all stock and/or any obstruction that may impede our engineers during the project. Lifting of carpets will be carried out by our engineers. While every care will be taken, we cannot accept responsibility for carpets to be replaced as originally fitted.
- Our proposal is based on free access to all areas of installation and continuous, unimpeded working, whilst on site. Unless specifically requested and otherwise confirmed in writing, we have not made allowance for any site-specific Health and Safety requirements other than our own reasonable care and attention in carrying out the works.

### Health and Safety

- Orbit Construction are committed to ensuring that all our activities are carried out in a manner capable of ensuring that the health and safety of our employees and those in close proximity to our working area is not compromised. To assist us in completing our obligations we require you to advise us of the existence of any hazards e.g., asbestos that we may encounter on your site.

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- Orbit Construction Standard Terms & Conditions of contract are applicable to this design proposal with estimates being valid for 30 days.
- All terms below are valid unless specifically stated in your above quote.
- We trust that we have interpreted your requirements correctly, but should you have any queries or require further information please do not hesitate to contact us.
- Footings are priced to a depth of 1m below ground level, any extra will be charged for accordingly.
- Drainage alteration costs are included to drains no deeper than 1m below ground level, any deeper will be charged accordingly.
- With regard to any decorating allowances, we will allow for standard white only. If any colours are to be used, we will quote this separately
- All electrical and plumbing 2<sup>nd</sup> fix equipment will be supplied to standard white only.
- If any steelwork or demolition work cause any cracks or damage to plaster, any making good works will be quoted separately
- Our square meterage rates are based on standard tiles / flooring. There will be an increase in cost if for example, herringbone flooring or mosaic tiling is requested.
- It will be the customers responsibility to arrange any utility changes.
- Orbit Construction may directly employ or subcontract labour to work on site. Each sub-contractor takes full responsibility for their own third-party liability. Plumbing sub-contracts are Gas Safe registered. Electricians are NICEIC certified. Orbit Construction will oversee all works to completion and takes full general and operational responsibility in the running of any contract agreed with the client.
- If a boiler is to be relocated, Orbit Construction will not be responsible if upon reinstallation the boiler does not fire up again. A new replacement boiler will need to be quoted separately in this instance.
- We will provide standard carpentry items (doors, skirtings, architraves and staircases) and anything upgraded i.e oak staircase as opposed to mdf will be charged accordingly.

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- We will provide standard ironmongery items, any upgrades will be charged accordingly.
- No responsibility is taken by Orbit Construction for the presence of perished or rotten timber (or any other perished or rotten materials) in existing structures such as doors, windows, and frames whether detected or undetected at the time of contract.
- Orbit Construction will endeavour to protect existing surfaces with the use of dustsheets and loose plastic sheeting etc along with care in our working practice. However, responsibility for protection from damage of any existing surface or fabrics etc is the responsibility of the client. Arrangement can be made to put in place protection of existing surfaces, over and above our basic cover, at a negotiated additional cost. We strongly recommend the clients moves any expensive or sentimental items before work commences. If we are required to move furniture to undertake our work, we will not be held responsible for any breakages or stains that may occur. We advise clients to keep all valuables and expensive items safe and secure for the duration of the works, as we cannot be held liable for any theft or loss.
- Orbit Construction take pictures of the progress of our projects. We reserve the right to use these pictures in our portfolio of work, on our website and on various social media websites for marketing and information purposes. Please let us know via email at the start of your work if you are not happy with this.
- Orbit Construction will not make any allowance for the investigation, removal, or disposal of any asbestos.
- In any of Orbit construction kitchen installation sums, the installation of any stone work tops will not have been included.
- Orbit will not be held responsible for damage caused by natural causes. i.e weather, tree and route movement ect...

## Delay's

- If our work force is held up or delayed for any reason (otherwise than as a result of our default) we shall not be liable for any consequences of such delay and where such delay is due to any act or default of you we shall be entitled to recover from you all losses and expenses incurred by or levied against us including those through standing or lost time travelling time and the like in addition to payment for the work and materials at our then current rates.

## Settlement terms

- Our terms of payment for each job or contract are 7 days from the date of our invoice or as set out on our quotation and time for payment shall be of the essence of the contract.
- If we are not satisfied as to your creditworthiness, we may in our absolute discretion withdraw or cancel these credit terms and having informed you that the goods or materials are ready for delivery, refrain from delivering the goods or materials or from performing the works until such time as you tender the agreed payment for such goods, materials or works or provide collateral security, in a form satisfactory to us.
- If any invoice is not paid in full within the period allowed for payment in our quotation, then we shall have the right (in addition to any other rights we may have) to suspend all work until the outstanding amount is paid to demand immediate payment of all sums owed to us whether, or not, the same have fallen due, and to be paid interest (both before and after judgment) from day to day on any sums due to
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us which remain unpaid at the rate of eight (8) per cent per annum above the base rate of Metro Bank plc from time to time from the due date until payment in full is made.

## Limitation of liability

- Our liability in respect of all work done by it shall be limited to rectify in our own work (or that of our subcontractors) found to be defective within six months of completion of the works. The commencement of work by us shall not imply any acceptance or warranty as to the correctness, suitability, or stability of the foundations of supporting structure nor of the specification of the work unless that specification was prepared by us as part of the agreed scope of our work. We shall not be under any further liability howsoever arising and all conditions and warranties implied by or under statute custom or trade usage are hereby expressly excluded to the extent permissible by law.
- Nothing in this clause shall limit or exclude our liability for death or personal injury in any way.
- Where we are dealing with you as a consumer, the exclusions contained in this clause shall not apply and your statutory rights are not affected by these conditions.

## Guarantees

- All customers will benefit from a full guarantee on our workmanship for a period of 12 months. Guarantees on materials run in accordance with manufacturer's warranty periods where applicable. Our guarantee covers all new work and new materials used in construction or repairs but does not guarantee the integrity of any existing structures, materials, or decorations. In the event of a failure beyond the guarantee period we will be happy to investigate the cause and negotiate a solution to the problem without delay and carry out any agreed repairs as soon as possible. Charges may apply for remedial work carried out beyond guaranteed dates or to items not covered by our guarantee. Please note: Decorations are signed off on completion and not covered by guarantee. Plastering work is covered by a 6-month guarantee. Please note we provide a 6 month guarantee for plastering work to allow for settling in time. We therefore strongly recommend delaying any decorating for this period.