



PAYMENT TERMS AND CONDITIONS

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1. Purpose

These Payment Terms and Conditions explain how payments are managed for all work undertaken by Dexacon Ltd.

Our objective is to maintain transparency, support efficient project delivery and ensure that labour, materials and subcontractors are funded appropriately throughout each project.

These terms apply to all quotations, contracts, purchase orders and works unless an alternative written agreement has been signed by both parties.

2. Mutual Commitment

At Dexacon Ltd, we believe the best projects are built on mutual trust, transparency and collaboration. Successful construction projects depend on both parties fulfilling their respective responsibilities throughout the duration of the works.

Our Commitment to You

Dexacon Ltd is committed to:

- **Providing clear, accurate and transparent quotations.**
- **Defining the agreed scope of works before commencement.**
- **Communicating openly and professionally throughout the project.**

- Managing projects in a safe, organised and efficient manner.
- Delivering workmanship to a high professional standard.
- Treating your property, staff, tenants and neighbours with respect.
- Maintaining appropriate insurance and complying with applicable legislation.
- Promptly notifying you of any unforeseen issues that may affect cost, programme or quality.
- Providing clear invoices linked to the agreed payment schedule.
- Acting with honesty, integrity and accountability at every stage of the project.

Our Expectations of Our Clients

To enable us to deliver projects safely, efficiently and without unnecessary delay, we ask our Clients to:

- Provide clear instructions and timely decisions.
- Ensure safe and reasonable access to the site.
- Provide any information reasonably required to complete the works.
- Review quotations, variations and project documentation promptly.
- Make payments in accordance with the agreed payment schedule.
- Notify us promptly of any questions or concerns so they can be addressed without delay.
- Treat our employees, subcontractors and suppliers with professionalism and respect.
- Avoid instructing additional or varied works without prior agreement where reasonably practicable.

Working in Partnership

Our aim is to build long-term relationships based on trust, professionalism and mutual respect.

By working together with open communication, timely decision-making and adherence to the agreed contractual arrangements, we can minimise delays, manage risks effectively and deliver successful outcomes for every project.

We believe that fairness is a shared responsibility. Just as our Clients rely on us to deliver quality workmanship and professional service, we rely on timely communication, cooperation and payment to ensure projects continue to progress efficiently and that our employees, subcontractors and suppliers are paid promptly.

These principles are intended to support a positive working relationship and the successful delivery of every project undertaken by Dexacon Ltd.

3. Accepted Methods of Payment

Payments may be made by:

- **Bank Transfer (preferred)**
 - **CHAPS**
 - **BACS**
- **Faster Payments**

Payment is deemed received only when cleared funds have reached Dexacon Ltd's nominated bank account.

Cash payments are accepted only where agreed in advance and must be accompanied by an official Dexacon Ltd receipt.

4. Deposits and Mobilisation Payments

To secure project dates and commence procurement, Dexacon Ltd may require a mobilisation payment before work begins.

Unless otherwise agreed:

Projects under £5,000

- **50% payable before commencement.**
- **50% payable upon completion.**

Projects £5,000–£20,000

- **30% mobilisation payment.**
- **Stage payments throughout the project.**
- **Final balance on Practical Completion.**

Projects exceeding £20,000

Payment schedules will normally comprise:

- **mobilisation payment;**
- **interim valuations;**
- **milestone payments;**
 - **final account.**

Alternative payment arrangements may be agreed where required by contract.

5. Materials

Where materials are required before commencement, Dexacon Ltd may request payment in advance of ordering.

Materials may include:

- building products;
- specialist items;
- bespoke products;
 - plant hire;
 - skips;
- access equipment.

Materials will not normally be ordered until the agreed payment has been received.

6. Stage Payments

Where projects extend beyond one payment stage, invoices will be issued in accordance with the agreed payment schedule.

Typical stages include:

- mobilisation;
- demolition;
- structural works;
 - first fix;
 - second fix;
 - decorations;
- Practical Completion;
- Final Account.

Each stage invoice becomes payable upon completion of the relevant stage unless otherwise agreed in writing.

7. Variations

Additional works requested by the Client shall normally be:

- priced;
- approved;
- documented;
- invoiced separately or included within the next payment application.

Emergency works necessary to protect persons or property may proceed without prior written approval where delay would create an unacceptable risk. Any associated costs will be explained to the Client as soon as reasonably practicable.

8. Payment Period

Unless otherwise agreed in writing:

- **Deposits are payable immediately.**
- **Material payments are payable before ordering.**
- **Stage invoices are payable within 7 calendar days.**
- **Final invoices are payable within 7 calendar days of Practical Completion.**

Commercial contracts with different agreed payment periods shall follow the signed contract.

9. Client Payment Obligations

The Client agrees to:

- **pay invoices on or before the due date;**
 - **notify Dexacon Ltd promptly of any genuine invoice query;**
 - **avoid withholding payment without lawful or contractual grounds;**
 - **ensure internal purchasing procedures do not delay payment.**
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10. Invoice Queries

Any query concerning an invoice must be submitted in writing within three working days of the invoice date.

The Client should provide:

- **invoice number;**
- **reason for the query;**
- **amount disputed;**
- **supporting information.**

The undisputed portion of the invoice remains payable by the original due date.

11. Late Payment

An invoice becomes overdue immediately after its due date.

Where the Client is acting in the course of business, Dexacon Ltd reserves the right to recover:

- statutory interest in accordance with applicable legislation;
 - statutory compensation;
 - reasonable debt recovery costs;
- court fees and legal costs where recoverable.

Interest and charges will only be applied where permitted by law.

12. Suspension of Works

Where payment is not received by the due date, Dexacon Ltd may suspend work after providing written notice to the Client.

During suspension:

- project completion dates may be extended;
 - labour may be reassigned;
- remobilisation costs may become payable;
 - supplier charges may arise;
- programme sequencing may change.

Works will normally recommence once overdue payments have been cleared and any agreed conditions for restarting have been satisfied.

13. Ownership of Materials

Ownership of unfixed materials supplied by Dexacon Ltd shall remain with Dexacon Ltd until full payment has been received, to the extent permitted by law.

Risk in materials may pass to the Client upon delivery to the Site where appropriate.

14. Practical Completion

Practical Completion occurs when the Works are substantially complete and capable of being used for their intended purpose, notwithstanding minor snagging items.

Minor snagging items do not normally justify withholding the entire final payment.

15. Retention

Retention shall only apply where expressly agreed in writing before commencement.

No retention shall be implied.

16. Debt Recovery

If payment remains outstanding after reasonable reminders, Dexacon Ltd may:

- **instruct solicitors;**
- **appoint debt recovery agents;**
- **commence County Court proceedings;**
- **pursue any other lawful remedy available.**

Reasonable recovery costs may be claimed where permitted by law.

17. Consumer Rights

Nothing in these Payment Terms affects any statutory rights that a consumer may have under applicable consumer protection legislation.

18. Governing Law

These Payment Terms shall be governed by the laws of England and Wales.

19. Acceptance

The Client accepts these Payment Terms by:

- **signing a contract;**
 - **accepting a quotation;**
 - **issuing a purchase order;**
 - **paying a deposit;**
 - **instructing Dexacon Ltd to commence work; or**
 - **permitting works to begin.**
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