

DIMENSIONS CARPENTRY & CONSTRUCTION LTD STANDARD TERMS AND CONDITIONS OF SERVICE (DOMESTIC CLIENTS)

1. DEFINITIONS

In these Terms and Conditions:

"Client" – the individual commissioning the Works as specified in the Quotation.

"Contractor" – Dimensions Carpentry & Construction Ltd.

"Contract" – the agreement comprising the Quotation, these Terms and Conditions, and any other documents referenced in the Quotation.

"Contract Price" – the amount payable by the Client to the Contractor for the Works.

"Quotation" – the Contractor's written proposal accepted by the Client.

"Works" – the services and deliverables described in the Quotation.

"Completion Date" – the date the Contractor completes the Works, as agreed or adjusted under the Contract.

2. FORMATION OF CONTRACT

2.1 The Contract is formed when the Client confirms acceptance of the Quotation in writing or by clear conduct indicating acceptance.

3. OBLIGATIONS OF THE PARTIES

3.1 The Contractor shall perform the Works with reasonable skill, care, and diligence in accordance with applicable statutory and regulatory requirements.

3.2 The Client shall provide the Contractor with access to the premises and facilities necessary for the execution of the Works.

3.3 The Client is responsible for securing planning permissions unless otherwise agreed. The Contractor shall obtain relevant permits and licences for the Works unless stated otherwise in the Quotation.

3.4 The Contractor will comply with all applicable health and safety legislation and regulations, including the Construction (Design and Management) Regulations 2015 (CDM 2015), where applicable.

4. VARIATIONS

4.1 Any variation to the Works shall be agreed in writing. The Contractor will issue a cost estimate and time implications.

4.2 If accepted, the Contract Price and Completion Date will be adjusted accordingly.

4.3 Verbal agreements shall be confirmed in writing within three working days.

4.4 The Contractor may adjust the Contract Price and Completion Date where unforeseen conditions arise.

4.5 The Contractor reserves the right to decline variations exceeding 25% of the original Contract Price.

5. PAYMENT TERMS

5.1 The Contract Price is as detailed in the Quotation and subject to agreed variations.

5.2 A deposit of 50% is payable upon booking unless otherwise stated.

5.3 Interim and/or final invoices are payable within 5 working days of the payment notice unless agreed otherwise.

5.4 The final date for payment is 5 working days after the payment notice.

5.5 Disputed amounts must be notified at least 5 working days before the final payment date, stating reasons and proposed amount payable.

5.6 Failure to pay entitles the Contractor to suspend the Works after 7 days' written notice.

Reasonable costs and time extensions shall apply.

5.7 Interest is payable on overdue amounts under the Late Payment of Commercial Debts (Interest) Act 1998 or, if inapplicable, at 8% above the Bank of England base rate.

5.8 Prices exclude VAT unless stated. A VAT invoice or receipt will be issued where applicable.

5.9 A retention sum of 5% of the Contract Price may be withheld by the Client until all defects identified within the defects liability period have been rectified.

6. INSURANCE & LIABILITY

6.1 The Contractor shall hold and maintain valid Public Liability Insurance.

6.2 Proof of insurance shall be provided on request.

7. PROJECT TIMELINE AND DEFECTS

7.1 Commencement and Completion Dates are estimates unless expressly guaranteed.

7.2 Delays due to unforeseen events will entitle the Contractor to a time extension and reasonable cost adjustment.

7.3 The Client will be notified when the Works are ready for inspection and handover.

7.4 The Contractor shall, at its own expense, remedy any defects in the Works which are notified by the Client in writing within six (6) months of the Completion Date, provided such defects arise from the Contractor's failure to perform the Works with reasonable skill and care. The Contractor shall not be liable to remedy defects arising from misuse, fair wear and tear, or from materials or design supplied by the Client. This clause provides the Client's sole contractual remedy for defects arising within the defects liability period, without prejudice to any non-excludable rights under applicable law.

7.5 The Contractor retains the right to access the property after Completion for the purpose of remedying defects, provided reasonable notice is given.

7.6 Manufacturer warranties will be passed to the Client where applicable. The Contractor is not liable for manufacturer faults unless caused by Contractor negligence.

7.7 The Contractor's liability for loss is limited to rectifying defects as above. Liability for death or personal injury due to negligence remains unlimited.

8. TERMINATION

8.1 The Contractor may terminate the Contract if payment is not received within 30 days of the due date or if the Client commits a material breach.

8.2 The Client may terminate if the Contractor commits a material breach and fails to remedy it within 28 days of notice.

8.3 Either party may terminate on the insolvency of the other.

8.4 Termination does not affect accrued rights or liabilities.

9. DISPUTE RESOLUTION

9.1 The parties will first attempt to resolve any dispute through informal discussion and negotiation.

9.2 If the dispute cannot be resolved amicably, either party may propose formal mediation using a mutually agreed independent mediator.

9.3 If mediation fails or is declined, the dispute may be referred to the courts of England and Wales for resolution.

9.4 This Contract is governed by and construed in accordance with the laws of England and Wales.

10. CLIENT-SUPPLIED MATERIALS

10.1 Such materials remain the Client's property and will be used solely for the Contract. Surplus items will be returned or disposed of at the Client's instruction.

10.2 The Client is responsible for insuring materials stored on their premises.

11. INTELLECTUAL PROPERTY

11.1 All drawings, specifications, and designs provided by the Contractor remain its intellectual property unless otherwise agreed.

11.2 The Client shall not reproduce or use such documents for any purpose other than for the specific project without prior written consent.

12. ENVIRONMENTAL AND WASTE MANAGEMENT

12.1 The Contractor shall dispose of waste materials responsibly in accordance with applicable environmental regulations.

12.2 Any specific arrangements for skip hire or disposal charges will be stated in the Quotation or agreed separately.

13. GENERAL PROVISIONS

13.1 Notices must be in writing and delivered by hand or first-class post.

13.2 Neither party shall assign their rights or obligations without written consent.

13.3 The Contractor may subcontract elements of the Works but remains responsible.

13.4 These Terms and the Quotation constitute the entire agreement.

13.5 Amendments must be in writing and signed by both parties.

13.6 No reliance is placed on representations outside the Contract unless fraudulent.

13.7 If any clause is found unlawful, the rest remains valid.

13.8 No waiver of rights shall be implied from any delay or omission to enforce rights.

13.9 Nothing in this Contract shall confer any rights under the Contracts (Rights of Third Parties) Act 1999 on any person not a party to it.