

EBM CONTRACTORS LTD

TERMS AND CONDITIONS OF BUSINESS

For building, construction, refurbishment, maintenance and associated services

1. About Us and These Terms

1.1. Company

EBM Contractors Ltd (“EBM”, “we”, “us” or “our”) provides building, construction, groundworks, refurbishment, maintenance, repair and related services. Our company registration number is 16066529, registered office Brynmorfydd Mawr, Llanddoged, Llanrwst, LL26 0UU and VAT 504549496.

1.2. Application

These Terms and Conditions (“Terms”) apply to quotations, estimates, orders and contracts for our Works and Services unless a separate written contract signed by both parties expressly states otherwise.

1.3. Contract documents

The contract between EBM and the Client may comprise these Terms, our written quotation, scope of works, drawings, specifications, schedules, agreed variations and any other document expressly incorporated in writing. If there is an inconsistency, the documents will apply in the order expressly stated in the quotation or contract; otherwise, the specific agreed scope will prevail over these general Terms.

1.4. Consumers

Where the Client is a consumer, nothing in these Terms is intended to exclude or restrict any rights or remedies that cannot lawfully be excluded or restricted under applicable consumer law.

2. Quotations, Estimates and Acceptance

2.1. Quotation

A quotation is based on the information reasonably available to EBM when it is prepared. Unless stated otherwise, a quotation remains open for acceptance for 30 days and may be withdrawn or revised after that period.

2.2. Estimates

Where we provide an estimate rather than a fixed quotation, the estimate is an indication only and the final price may vary according to the actual labour, materials, site conditions, design development and Works required.

2.3. Acceptance

A contract is formed when the Client accepts our quotation or otherwise instructs us to commence the Works, subject to any conditions stated in the quotation. We may require a signed quotation, deposit or other information before commencing.

2.4. Scope

Only the Works expressly included in the agreed quotation or scope are included in the contract. Items not expressly included are excluded.

3. Price and Changes to the Works

3.1. Pricing

Prices are based on the agreed scope, assumptions and information identified in the quotation. Unless

expressly stated, the price excludes items such as planning or building-control fees, statutory charges, specialist surveys, asbestos removal, structural redesign, utility-company charges and works outside the agreed scope.

3.2. Variations

A variation is any addition, omission, substitution or change to the Works, materials, specification, programme or method of working. Variations should, where reasonably practicable, be agreed in writing before the varied work is carried out.

3.3. Urgent or necessary variations

Where an urgent change is reasonably required to protect the site, comply with law, address an unforeseen condition, prevent damage or maintain safety, EBM may carry out the necessary work and the Client will pay the reasonable additional cost. We will notify the Client as soon as reasonably practicable.

3.4. Unforeseen conditions

Additional costs may arise from concealed or unforeseen conditions, including defective existing construction, hidden services, unsuitable ground, contamination, asbestos or other hazardous materials, structural defects, water ingress or discrepancies between existing conditions and drawings. Such work will be treated as a variation unless expressly included in the original scope.

4. Client Responsibilities

4.1. Access

The Client must provide safe and reasonable access to the site, together with access to water, electricity, welfare facilities and other reasonable facilities where these are required and agreed.

4.2. Information and approvals

The Client must provide accurate information, drawings, permissions and instructions reasonably required for the Works and must promptly obtain approvals that are the Client's responsibility.

4.3. Third parties

The Client is responsible for coordinating third-party contractors, designers or suppliers appointed by the Client unless EBM has expressly agreed to coordinate them.

4.4. Delay caused by Client

Where the Client or a third party acting on the Client's behalf causes delay, disruption, additional attendance or remobilisation, EBM may charge reasonable additional costs and the programme will be adjusted accordingly.

5. Materials and Products

5.1. Supply

Unless otherwise agreed, EBM may select reputable materials and products reasonably suitable for the Works and may use equivalent alternatives where the specified product is unavailable, discontinued or subject to material delay, provided the substitute is reasonably comparable.

5.2. Client-supplied materials

Where the Client supplies materials, fittings or products, the Client is responsible for their suitability, compatibility, quantity and timely delivery. EBM is not responsible for defects or delays caused by unsuitable, defective, incomplete or late Client-supplied items.

5.3. Manufacturer warranties

Where a product is supplied with a manufacturer's warranty, EBM will pass on the benefit of that warranty to the extent permitted. Manufacturer warranties are subject to the manufacturer's own terms.

6. Programme, Completion and Delay

6.1. Programme

Any start date, completion date or programme is an estimate unless expressly identified in writing as a contractual date. Construction programmes may be affected by weather, availability of materials, approvals, inspections, variations and matters outside EBM's reasonable control.

6.2. Extensions of time

EBM is entitled to a reasonable extension of time for delay caused by the Client, variations, late information or approvals, other contractors, statutory authorities, supply-chain disruption, industrial action, severe weather, unforeseen site conditions or other causes beyond EBM's reasonable control.

6.3. Practical completion

The Works will be treated as practically complete when they are substantially complete and capable of being used for their intended purpose, subject only to minor outstanding items or defects that do not materially prevent such use.

6.4. Client occupation

Where the Client occupies or uses the Works before formal completion, that occupation will not of itself prevent EBM from completing outstanding items or exercising contractual rights.

7. Payment

7.1. Payment terms

The Client must pay invoices in accordance with the payment terms stated in the quotation or contract. Unless otherwise agreed in writing, invoices are due within 30 days of the invoice date.

7.2. Deposits and stage payments

Where a deposit, advance payment or stage payment is specified, EBM may require that payment before procuring materials, reserving labour or commencing the relevant stage.

7.3. Disputed amounts

If the Client genuinely disputes an invoice, the Client must notify EBM promptly in writing, identifying the amount disputed and the reasons. Undisputed sums remain payable by the due date.

7.4. Late payment

EBM reserves the right to charge interest on overdue commercial debts at the rate permitted by applicable law, including statutory interest where the Late Payment of Commercial Debts legislation applies, together with any recoverable compensation or reasonable recovery costs permitted by law.

7.5. Suspension

If an amount properly due remains unpaid, EBM may, subject to any applicable statutory requirements and the terms of the contract, suspend further performance after giving appropriate notice. The Client will be responsible for reasonable costs arising from suspension and remobilisation.

7.6. No set-off

The Client may not withhold, deduct or set off sums due to EBM except where required by law or expressly agreed in writing, and any statutory payment and notice regime applicable to the Works will take precedence.

8. Retention

8.1. Retention

No retention will apply unless expressly agreed in writing in the quotation or contract. Where retention is agreed,

the percentage, cap, release dates and conditions for release must be stated in the contract and will be subject to applicable law.

9. Defects and Remedial Work

9.1. Notification

The Client must notify EBM in writing as soon as reasonably practicable after discovering an alleged defect and provide reasonable access for inspection.

9.2. Remedy

Where EBM is responsible for defective workmanship, EBM will, within a reasonable period, inspect and where appropriate remedy the defect at its own cost, subject to the terms of the contract and applicable law.

9.3. Exclusions

EBM is not responsible for defects or damage caused by misuse, lack of maintenance, normal wear and tear, movement or failure of existing structures, Client-supplied materials, third-party work, unauthorised alterations or matters outside EBM's reasonable control.

9.4. Defects period

Unless a different period is stated in the contract, EBM will provide a workmanship defects period of 12 months from practical completion. This is in addition to, and does not replace, any rights the Client has under applicable law.

10. Health, Safety and Site Conditions

10.1. Safe site

EBM will take reasonable steps to carry out the Works safely and in accordance with applicable health and safety requirements. The Client must not interfere with safety arrangements or permit unauthorised persons to enter working areas.

10.2. Hazardous materials

The Client must disclose any known asbestos, contamination, hazardous materials, hidden services or other relevant site risks. EBM may suspend affected work where an unsafe condition is discovered until appropriate arrangements are made.

10.3. Protection

EBM will take reasonable precautions to protect the site and surrounding areas. Construction inherently involves dust, noise, vibration and temporary disruption, and the Client accepts reasonable disturbance arising from properly performed Works.

11. Insurance

11.1. Insurance

EBM will maintain insurance appropriate to its business and the nature of the Works, including public liability insurance. Details of policy limits can be provided on reasonable request. Where the contract requires specific additional insurance, the relevant requirement must be agreed before commencement.

12. Liability

12.1. Standard

Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited.

12.2. Reasonable limitation

Subject to clause 12.1 and applicable law, EBM will not be liable for indirect or consequential loss, loss of profit, loss of business, loss of opportunity or loss of goodwill suffered by a business Client, except to the extent such loss is expressly recoverable under the contract.

12.3. Property

EBM will take reasonable care of the Client's property within the working area. The Client remains responsible for removing or protecting fragile, valuable or irreplaceable items before work begins.

12.4. Consumer rights

Nothing in these Terms limits a consumer's statutory rights or any remedy that cannot legally be excluded.

13. Suspension and Termination

13.1. EBM termination

EBM may terminate or suspend the contract, subject to applicable law and any express contractual procedure, where the Client materially breaches the contract, fails to pay sums properly due, repeatedly prevents access to the site, or becomes insolvent.

13.2. Client termination

The Client may terminate the contract where EBM commits a material breach and, where the breach is capable of remedy, fails to remedy it within a reasonable period after written notice, subject to any separate termination provisions in the contract.

13.3. Payment on termination

On termination, the Client must pay for Works properly carried out, materials ordered or reasonably committed to, approved variations, reasonable demobilisation costs and other sums properly due under the contract, subject to applicable law.

14. Subcontractors

14.1. Use of subcontractors

EBM may engage competent subcontractors and specialist trades to perform part of the Works. EBM remains responsible for managing its subcontracted Works in accordance with the contract, subject to any agreed limitations.

15. Intellectual Property and Photographs

15.1. Documents

Drawings, specifications, quotations, schedules, photographs and other materials produced by EBM remain EBM's property unless otherwise agreed. The Client receives a licence to use project documents for the purpose of the relevant project once all sums due to EBM have been paid.

15.2. Project photographs

EBM may take photographs of completed Works for its records. EBM will not publish photographs that identify a Client or private residence without appropriate consent, except where publication is otherwise lawful and does not disclose confidential personal information.

16. Confidentiality and Data Protection

16.1. Confidentiality

Each party will keep confidential information received from the other party confidential except where disclosure

is required by law, reasonably necessary for performance of the contract, or made to professional advisers, insurers or subcontractors who are subject to appropriate confidentiality obligations.

16.2. Personal data

EBM will process personal data in accordance with applicable data protection legislation and its privacy notice.

17. Complaints and Disputes

17.1. Complaints

Clients should raise concerns promptly with EBM so that we have a reasonable opportunity to inspect and, where appropriate, put matters right.

17.2. Good faith resolution

The parties will attempt in good faith to resolve disputes through discussion and exchange of relevant information before commencing formal proceedings, where appropriate.

17.3. Adjudication and statutory rights

Nothing in these Terms prevents either party from exercising a right to adjudication, payment adjudication, suspension or other remedy available under applicable construction legislation, including the Housing Grants, Construction and Regeneration Act 1996 where it applies.

17.4. Jurisdiction

Subject to any mandatory rights of a consumer and any statutory dispute-resolution mechanism that applies, the contract and these Terms are governed by the law of England and Wales and the courts of England and Wales shall have jurisdiction.

18. Events Outside Our Reasonable Control

18.1. Force majeure

EBM will not be responsible for delay or failure caused by events beyond its reasonable control, including extreme weather, flood, fire, epidemic or pandemic restrictions, war, civil disturbance, industrial action, shortage of materials or labour, transport disruption, utility failure, government action or failure of third-party suppliers. EBM will take reasonable steps to minimise the effect and resume performance as soon as reasonably practicable.

19. General

19.1. Assignment

The Client may not transfer the contract to another person without EBM's written consent, except where such restriction is prohibited by law.

19.2. Entire agreement

The written contract and documents expressly incorporated into it constitute the agreement between the parties concerning the Works, subject to any rights or remedies that cannot lawfully be excluded.

19.3. Severance

If any provision is found to be invalid or unenforceable, that provision will be modified or severed to the minimum extent necessary and the remaining provisions will continue in force.

19.4. No waiver

A failure or delay by either party to exercise a contractual right does not amount to a waiver of that right.

19.5. Changes to these website Terms

EBM may update these general website Terms from time to time. The version applicable to a particular project will normally be the version incorporated into the quotation or contract at the time the contract is formed, unless the parties agree otherwise.