

**Please read the following terms and conditions carefully as the conditions will form the basis of the contract for instructing any service provided by C2 Construction Ltd. If you do not understand anything contained within these terms, we recommend you consult a Solicitor for advice before entering in to an Agreement with C2 Construction Ltd as you will then be legally bound by the Agreement.**

**If you do not agree to these terms, please refrain from using our Service. These terms set out the basis on which Clients may use the Service. By using the Service, Clients accept these terms, concluded between C2 Construction Ltd and the Client and agree to be bound by them.**

Any individual that instructs our services on behalf of themselves, a business, company, firm or organisation they represent, agrees to comply and be legally bound by the following terms and conditions as set out in this document by C2 Construction Ltd.

## **Definitions**

In these conditions:

The term **“C2 Construction Ltd”** or **“Service Provider”** and the terms **“our”** and **“we”** and **“us”** will be construed accordingly and refers to any parties legally responsible for the C2 Construction Ltd Website.

The following term **“Customer”, “You” or “Your”** refers to any individual and the business they represent that instructs our services in any capacity.

Within this agreement, C2 Construction Ltd shall be the ‘Service Provider’ and the individual and business they represent that instructs our services shall be the ‘Client’.

### **1. Parties, Definitions and Interpretation**

In these terms and conditions (which are referred to in this document as “these terms”), “Customer” means the customer for whom the Works are to be carried out by C2 Construction Ltd, “C2 Construction Ltd” means 'Us', the Service Provider (“C2”), “Contract” means the agreement between the Customer and C2 Construction Ltd to carry out the Works of which these terms form a part and (where these terms are a schedule to a signed agreement between the Customer and C2 Construction Ltd (“the Agreement”)) the Agreement, “Works” means the works described in C2 Construction Ltd estimate and/or as referred to in C2 Construction Ltd Work Detail Sheet or any other document or email issued by C2 Construction Ltd, as may be varied by agreement in writing between the parties. For the purposes of these terms, “in writing” includes by email and any document which is set out in a hand held device and any signature on a hand held screen shall be treated as in writing. In these terms words importing the masculine gender also include the neuter and the feminine gender and words importing the singular number include also the plural number, where the context so requires.

## 2. General

2.1 The Customer will be treated as an Account Customer or a Non-Account Customer, according to C2 Construction Ltd reasonable discretion.

2.2 All estimates given by C2 Construction Ltd, all orders and instructions given by the Customer, and all work authorisations, are governed by these terms. They supersede any other terms appearing elsewhere and override and exclude any other terms stipulated or incorporated or referred to by the Customer, whether in the order or instructions or in any negotiations or in any course of dealing established between C2 Construction Ltd and the Customer, except where these terms are a schedule to a signed Agreement between the Customer and C2 Construction Ltd, in which event these terms apply only to the extent not inconsistent with that Agreement.

2.3 The Customer acknowledges that C2 Construction Ltd has not made any representations (other than any expressly stated in the Contract and/or in C2 Construction Ltd estimate) which have induced it to enter into the Contract and the Contract shall constitute the entire understanding between the Customer and C2 Construction Ltd for the performance of the Works (and detailed in paragraph 4 below).

2.4 No modification to the Contract shall be effective unless made by an express written agreement or email exchange between the parties. The signing on behalf of C2 Construction Ltd of any documentation of the Customer shall not imply any modification of the Contract.

2.5 Nothing in this Contract is intended to confer on any person any right to enforce any term which that person would not have but for The Contracts (Rights of Third Parties) Act 1999. Accordingly, a person who is not a party to this Contract shall have no rights under that Act to enforce any of its terms, but this does not affect any right or remedy of such person which exists or is available apart from that Act.

## 3. Estimates and variations to the price

3.1 Any estimate by C2 Construction Ltd is subject to withdrawal by C2 Construction Ltd at any time before receipt of an unqualified acceptance from the Customer and shall be deemed to be withdrawn unless so accepted within 28 days from its date.

3.2 Unless otherwise specified by C2 Construction Ltd in the relevant estimate, an estimate is not a firm or fixed price quotation. It is an estimate of the likely minimum cost of the Works, based on the information made available to C2 Construction Ltd. C2 Construction Ltd final price will be calculated on the basis specified in the estimate, if any, or, if none, in accordance with C2 Construction Ltd standard Account Rate Card applicable at the time the Works are carried out and may be increased above (but not reduced below) the specified price. Furthermore, C2 Construction Ltd reserves the right to increase the price before carrying out the Works by an amount equivalent to any increase to C2 Construction Ltd in the cost of relevant materials, labour, equipment hire or transport since the date upon which C2 Construction Ltd estimate, written, emailed or oral, was given, save that if this would increase the estimated price by more than 10%, the Customer may cancel the Contract provided it does so before the Works are begun, any relevant materials are ordered or any relevant equipment is hired.

3.3 C2 Construction Ltd reserves the right to charge a fee for the collection of materials from its supplier except with respect to works for which there is an estimate. If the collection occurs whilst C2 Construction Ltd is on site, the time taken will be treated as an addition to the Works and charged at the relevant rate. If the materials are ordered for subsequent collection and delivery, a charge may be made by C2 Construction Ltd of £50 plus VAT. Materials will be supplied at cost net after C2 Construction Ltd discounts plus C2 Construction Ltd normal mark-up to cover handling, stock maintenance, etc.

3.4 C2 Construction Ltd standard Account Rate Card is available for inspection at C2 Construction Ltd premises during normal business hours. The Account Rate Card specifies half hourly rates. There is a minimum charge of one hour per visit. Subject to that, charges are made by the half hour, rounded up to the next half hour.

#### 4. The Works

All descriptions, illustrations etc. contained in any catalogues, price lists or advertisements, or otherwise communicated to the Customer, are intended merely to present a general idea of the Works and nothing contained in any of them shall form a part of the Contract.

#### 5. The Price

The price payable by the Customer is calculated as specified in paragraph 3 above. Unless otherwise stated, the price and all estimates provided by C2 Construction Ltd are shown exclusive of Value Added Tax which will be payable in addition where properly chargeable.

#### 6. Payment

6.1 Non-Account Customers: Payment by the Customer is due on completion of the Works. Payment must be made on such completion.

6.2 Account Customers: C2 Construction Ltd will seek to submit invoices to the Customer within 7 days of completion of the Works and subject to paragraph 8 below, payment must be made by the Customer within a further 7 days after the date of issue of the invoice.

6.3 Snagging: Where the Works have been completed subject to snagging, 95% of all amounts outstanding must be paid on such completion and the Customer must provide access to C2 Construction Ltd without delay to enable the snagging to be finalised. The balance of 5% will become payable upon the finalisation of the snagging or, if access has not been made available to carry out the snagging within 14 days of completion, at the expiry of such 14 day period.

6.4 Where the Customer is represented by a third party (such as a managing agent, contractor or other representative), in the event of non-payment by the Customer, the third party will be responsible for payment unless C2 Construction Ltd has agreed otherwise in writing.

6.5 C2 Construction Ltd shall be entitled to claim interest under Section 69 of the County Courts Act 1984 at the rate of 8 per cent a year in the daily rate of interest multiplied by the number of days that have passed since the money became owing to C2 Construction Ltd. Interest at the same rate up to the date of judgment or earlier payment at a daily rate of the same value will also be applied for.

6.6 Under The Late Payment of Commercial Debts Interest Act 1998, C2 Construction Ltd is entitled to compensation on any late payments it receives that are made outside of agreed invoicing terms and will make any such payment demand to its customers.

6.7 C2 Construction Ltd shall not be required to issue or deliver any certificates, guarantees or other similar documents regarding the Works until payment has been made in full.

6.8 C2 Construction Ltd will pass any unpaid invoices outside of agreed payment terms to its debt recovery partner to pursue outstanding payments on its behalf. Our debt recovery partner may charge fee's that they are lawfully entitled to receive under English and Welsh law. By instructing our services, the customer agree's to be liable for any such fee's lawfully owing to our debt recovery partner in the event any unpaid invoices outside of agreed payment terms are passed over to our debt recovery partner.

6.9 Our debt recovery partner administers a 15% +VAT charge on any outstanding commercial debts owing to C2 Construction Ltd (business to business) and a 19% +VAT charge on any outstanding consumer debts owing to C2 Construction Ltd (business to consumer).

#### 7. Commencement and Completion Dates

Dates specified for the commencement and completion of the Works are estimates only. C2 Construction Ltd shall use all reasonable endeavours to ensure that it will attend on the date agreed and within two hours of the time given for standard weekday attendance. However, C2 Construction Ltd accepts no liability in respect of non-attendance or late attendance on site, or for the late or non-delivery of materials.

Time shall not be of the essence of the Contract except as provided in paragraph 16 below.

#### 8. Inspection of Works

The Customer shall inspect the Works as far as it is reasonably possible to do so immediately upon their completion (though failure to countersign the relevant Works Detail Sheet shall not imply rejection of the Works) and if it considers that the Works or any part thereof are not in accordance with the Contract, it shall within 7 days from the date of inspection give detailed notice in writing thereof. In the absence of any such notice, the Works shall be conclusively presumed to be complete and free from any defect which would be apparent on reasonable examination.

#### 9. Indemnity

The Customer shall indemnify C2 Construction Ltd against all actions, suits, claims, demands, losses, charges, costs and expenses which C2 Construction Ltd may suffer or incur in connection with a claim by any third party resulting from a breach of the Customer's obligations, undertakings, representations and warranties in connection with this Contract.

#### 10. Whole agreement and Exclusion of liability

These terms set out C2 Construction Ltd entire liability in respect of the Works and C2 Construction Ltd liability under them shall be in lieu and to the exclusion of all other warranties, conditions, terms and liabilities, expressed or implied, in respect of the Works and the quality thereof.

#### 11. Limitation of Liability, and Liability of C2 Construction Ltd

C2 Construction Ltd liability shall be limited to:

11.1 the repair or making good of any defect pursuant to its undertaking in paragraph 13 below and subject always to paragraph 8 above;

11.2 liability for death or personal injury resulting from negligence in the course of carrying out C2 Construction Ltd duties, and

11.3 the reasonable costs of repair or reinstatement of any loss or damage to the Customer's property if such loss or damage results from C2 Construction Ltd negligence or that of its employees, agents or sub-contractors and the Customer incurs such costs.

## 12. Access

The Customer shall provide clear access to enable C2 Construction Ltd to undertake the Works and will make all necessary arrangements with the proper persons or authorities for any traffic controls and signals or other permits or permissions required in connection with the carrying out of the Works. The Customer will at all times provide a safe working environment for C2 Construction Ltd and its employees, agents and sub-contractors for the purposes of carrying out the Works. Where applicable to drainage works, the Customer will provide, if possible, a plan showing drain layouts. If this is not available, C2 Construction Ltd reserves the right to render additional charges at the relevant applicable rate in accordance with paragraph 3.2 above if blockages occur in drains not covered by the specifications or if it is necessary to trace unidentified drains to complete the Works. The Customer must obtain any permission for C2 Construction Ltd to proceed over property belonging to third parties if this is necessary for the proper execution of the Works and shall obtain any permission necessary to carry out work on property belonging to third parties. The Customer shall indemnify C2 Construction Ltd against all claims of whatsoever nature made by third parties arising out of the presence of C2 Construction Ltd its employees, agents or sub-contractors on the Customer's property save where such claim results directly from negligence on C2 Construction Ltd part. The Customer shall be liable to C2 Construction Ltd for all loss or damage whether direct, indirect or consequential which is suffered by C2 Construction Ltd as a result of failure or delay by the Customer in performing the obligations referred to above.

## 13. Defects

Subject to paragraph 8 above and the exclusions listed below, C2 Construction Ltd undertakes to repair or make good any defect in completed work which appears within six months of completion of the same to the extent that such defect arises from a breach of C2 Construction Ltd obligations under this Contract and provided that details of the defect are notified by the Customer to C2 Construction Ltd in writing within such period and that C2 Construction Ltd and its insurers are given the opportunity of inspecting the work and the alleged defect. This undertaking shall only apply to work carried out and completed and invoiced by C2 Construction Ltd and which is paid for by the Customer by the due date for payment ascertained in accordance with paragraph 6 above. If C2 Construction Ltd returns to the site at the Customer's request to review a claim under this undertaking and it transpires that the defect had not arisen as a result of a breach of this Contract on the part of C2 Construction Ltd, C2 Construction Ltd reserves the right to charge the Customer for the visit at its standard rate as per paragraph 3 above. C2 Construction Ltd reserves the right not to carry out any work under this paragraph 13 where the Customer cannot evidence that the work was originally carried out and completed by C2 Construction Ltd or where payment has not been made in full for such work. Exclusions are:

- Parts and materials will be provided only with the benefit of the manufacturer's / supplier's guarantee, and are not guaranteed by C2 Construction Ltd.
- Systems or structures not installed by C2 Construction Ltd.
- Any recall arising from circumstances or factors known to the Customer but not notified or disclosed to C2 Construction Ltd prior to the work having been undertaken.
- Defects resulting from misuse, wilful act, or faulty workmanship by the Customer or anyone working for or under the direction of the Customer (other than C2 Construction Ltd).
- Structural defects encompassing but not limited to subsidence and its resultant effect.
- Damage to drainage systems caused by root penetration or any other outside force.
- Any roofing work where C2 Construction Ltd advises that the overall condition of the roof is poor and is in need of more extensive work and the work to be undertaken involves less than 20% of the area of the roof.
- Any work to repair an existing lock, or to fit any lock not supplied by C2 Construction Ltd.

#### 14. Force Majeure

C2 Construction Ltd will use all reasonable endeavours to carry out the Works on the agreed dates but shall not be under any liability to the Customer if it should be either impossible or impracticable to carry out the Works on

the agreed dates or at all, by reason of strike, lock out, industrial dispute, act of god or any other event or occurrence beyond C2 Construction Ltd control.

#### 15. Customer's Liability

The Customer shall be liable for:

- Any loss, damage or injury, whether direct or indirect or consequential, resulting from failure or delay in the performance of the Customer's obligations under these terms.
- Providing all necessary power and a clean water supply for C2 Construction Ltd use in the execution of the contracted works.
- The safety of both plant and machinery belonging to or hired in by C2 Construction Ltd or its employees, agents or sub-contractors and shall indemnify C2 Construction Ltd against its loss, theft or damage.

#### 16. Cancellation

16.1 If the Customer cancels the Contract without C2 Construction Ltd consent other than pursuant to paragraph 3.2 above, the Customer shall indemnify C2 Construction Ltd against all loss, damage, claims or actions arising out of such cancellation unless otherwise agreed in writing, and for the avoidance of doubt any such cancellation is without prejudice to C2 Construction Ltd right to payment in accordance with paragraph 6 above.

16.2 If the Customer wishes to cancel an appointment for a visit by C2 Construction Ltd, the Customer will incur a cancellation fee of £10 (plus VAT) if the cancellation is made less than 24 hours (but more than 2 hours) before the time scheduled for the appointment. If the cancellation is made 2 hours or less before the scheduled appointment time the fee will increase to £50 (plus VAT).

16.3 If the Customer cancels work to be undertaken pursuant to an estimate accepted by the Customer, subject to paragraph 3.2 above the Customer will be liable for a cancellation charge of 5% of the estimate price if the cancellation is made less than 14 days prior to the specified commencement date for the Works, 10% of the estimate price if the cancellation is made less than 7 days prior to the said specified commencement date and 20% of the estimate price if the cancellation is made less than 2 days prior to the said specified commencement date.

#### 17. Removal of Waste Materials

Unless agreed in writing between the parties, the Customer will be responsible for the removal from site of all waste materials resulting from the Works.

#### 18. Frozen Pipes

C2 Construction Ltd will not be liable for any fracture found in frozen pipes attended by C2 Construction Ltd. C2 Construction Ltd will not guarantee to clear blockages occurring in a frozen pipe or drain.

#### 19. Waiver, Variation etc.

No waiver by C2 Construction Ltd of any breach by the Customer shall operate as a waiver of any preceding or subsequent breach by the Customer. No variation shall be effective against C2 Construction Ltd unless sanctioned in writing by C2 Construction Ltd. No forbearance or delay on C2 Construction Ltd part shall prejudice C2 Construction Ltd rights and remedies under this Contract.