

## **Wardworks Ltd – Terms and Conditions of Business**

### **1. Definitions**

**1.1** “Company” means Wardworks Ltd.

**1.2** “Client” means the person, firm, or company purchasing services from the Company.

**1.3** “Services” means the works, labour, materials, and/or consultancy provided by the Company.

**1.4** “Contract” means the agreement between the Company and the Client incorporating these Terms and Conditions and any written quotation or specification.

### **2. Basis of Contract**

**2.1** These Terms and Conditions apply to all Services supplied by the Company unless otherwise agreed in writing.

**2.2** A contract is formed when:

- The Client accepts a written quotation; or
- The Company commences work at the Client’s instruction.

**2.3** Any variation to the Contract must be agreed in writing by both parties.

### **3. Quotations and Pricing**

**3.1** Quotations are valid for 30 days unless stated otherwise.

**3.2** Prices are exclusive of VAT unless stated.

**3.3** The Company reserves the right to amend pricing if:

- There are changes in scope of works;
- Unforeseen site conditions arise;
- There are material cost increases beyond the Company’s control.

**3.4** Any additional works requested by the Client will be charged at agreed rates or standard company rates.

### **4. Payment Terms**

**4.1** Payment terms shall be as stated in the quotation or invoice.

**4.2** Unless otherwise agreed:

- A deposit may be required prior to commencement.
- Interim payments may be invoiced for longer projects.
- Final payment is due within 7 days of invoice date.

**4.3** The Company reserves the right to:

- Charge interest on overdue amounts at 8% above the Bank of England base rate (or applicable statutory rate).
- Suspend works until outstanding sums are paid.

**4.4** The Client shall not withhold payment unless agreed in writing.

**5. Client Obligations**

The Client shall:

**5.1** Provide access to the site at agreed times.

**5.2** Ensure the site is safe, secure, and suitable for the works.

**5.3** Obtain necessary permissions (planning, landlord consent, etc.) unless otherwise agreed.

**5.4** Provide accurate information relevant to the works.

Failure to comply may result in delays and additional charges.

**6. Programme and Delays**

**6.1** Any programme or completion date provided is an estimate unless expressly agreed in writing.

**6.2** The Company shall not be liable for delays caused by:

- Weather conditions
- Material shortages
- Third-party contractors
- Client variations
- Force majeure events

**6.3** The Company will use reasonable endeavours to minimise delays.

**7. Variations**

**7.1** Any changes to the agreed scope must be confirmed in writing.

**7.2** Variations may affect cost and completion time.

**7.3** The Company is not obliged to proceed with variations until agreed.

## **8. Materials and Title**

**8.1** Materials supplied remain the property of the Company until full payment is received.

**8.2** Risk passes to the Client upon delivery to site.

**8.3** The Company may recover unpaid materials from site where legally permitted.

## **9. Warranties and Defects**

**9.1** The Company warrants that Services will be carried out with reasonable skill and care.

**9.2** Any defects must be reported in writing within 14 days of discovery.

**9.3** The Company will be given reasonable opportunity to inspect and remedy defects.

**9.4** The warranty does not cover:

- Normal wear and tear
- Damage caused by misuse or third parties
- Alterations not carried out by the Company

## **10. Limitation of Liability**

**10.1** The Company's total liability shall not exceed the contract value.

**10.2** The Company shall not be liable for:

- Indirect or consequential loss
- Loss of profit or business
- Delays outside its reasonable control

**10.3** Nothing in these Terms limits liability for death or personal injury caused by negligence, fraud, or where liability cannot legally be excluded.

## **11. Termination**

**11.1** Either party may terminate the Contract in writing if the other:

- Commits a material breach and fails to remedy it within 14 days;
- Becomes insolvent or bankrupt.

**11.2** If the Client terminates after work has commenced:

- The Company shall be entitled to payment for work completed and materials ordered.

## **12. Health and Safety**

**12.1** The Company complies with applicable health and safety legislation.

**12.2** The Client must ensure site safety compliance and disclose known hazards.

## **13. Insurance**

The Company maintains appropriate public liability insurance. Proof of insurance can be provided upon request.

## **14. Data Protection**

The Company will process personal data in accordance with applicable data protection legislation and only for purposes related to the Contract.

## **15. Dispute Resolution**

**15.1** The parties shall attempt to resolve disputes amicably in the first instance.

**15.2** If unresolved, disputes may be referred to mediation before court proceedings.

## **16. Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.

## **17. Severability**

If any provision is found invalid or unenforceable, the remaining provisions shall remain in force.

## **18. Entire Agreement**

These Terms and Conditions, together with any written quotation or contract, constitute the entire agreement between the parties.