

Terms & Conditions (Business-to-Business Works)

These Terms & Conditions apply to all quotations, contracts, and works undertaken by Construction Square Ltd ("the Company") on a business-to-business basis, including works carried out at residential, commercial, or mixed-use properties where the Client is not acting as a private consumer.

Acceptance of a quotation, instruction to proceed, or commencement of works shall constitute acceptance of these Terms & Conditions.

Scope of Works

The Company shall carry out the works strictly in accordance with the agreed quotation, scope, drawings, and any written specification.

Any work not expressly included in the agreed scope shall be treated as a variation.

Quotation Validity

Unless otherwise stated, quotations are valid for 30 days from the date of issue.

Price & VAT

All prices are exclusive of VAT unless stated otherwise.

VAT shall be charged at the prevailing rate.

Variations

No variation shall be carried out unless agreed in writing (email acceptable).

Variations shall be valued at agreed rates or, where no rates exist, at reasonable market rates.

The Company shall be entitled to reasonable extensions of time and additional payment arising from variations.

Payment Terms

Unless otherwise agreed in writing:

- Payments are due within 14 days of the invoice date.
- Interim valuations may be submitted at agreed intervals.
- The Company reserves the right to invoice for materials delivered to site.

Payment shall not be conditional upon the Client receiving payment from any third party.

Late Payment

Late payments may be subject to interest and recovery costs in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

Suspension of Works

The Company reserves the right to suspend works where payment is overdue, without liability for delay or additional cost arising from such suspension.

Any resulting remobilisation costs shall be recoverable from the Client.

Programme & Delays

Any programme provided is indicative unless expressly stated otherwise.

The Company shall not be liable for delays caused by variations, late instructions, site access issues, third parties, supply chain disruption, or events beyond reasonable control, and shall be entitled to reasonable extensions of time.

Client Responsibilities

The Client shall:

- provide safe and timely access to the site
- ensure the site is ready for the works
- provide accurate information and instructions
- comply with its duties under applicable CDM Regulations, where relevant

Health, Safety & Compliance

The Company shall carry out the works in accordance with applicable health and safety legislation and its own risk assessments and method statements.

The Client shall cooperate with the Company on all health and safety matters.

CIS & Tax

Where applicable, payments shall be made in accordance with the Construction Industry Scheme (CIS) and relevant tax legislation.

Defects & Making Good

The Company shall make good defects in workmanship directly attributable to the Company and notified in writing within 6 months of completion.

This obligation shall not apply to:

- fair wear and tear
- defects arising from third-party works, materials, or designs
- alterations, misuse, or interference after completion
- materials or specifications not supplied by the Company

Access must be provided during normal working hours.

This clause does not constitute a defects liability period and does not extend the Company's liability beyond the terms of this agreement.

Termination

Either party may terminate the contract by written notice where the other party commits a material breach and fails to remedy it within a reasonable time.

Upon termination, the Company shall be entitled to payment for all works carried out and materials supplied up to the termination date.

Limitation of Liability

The Company's total liability shall be limited to the value of the works carried out under the contract.

The Company shall not be liable for indirect or consequential loss, loss of profit, loss of opportunity or business interruption.

Insurance

The Company maintains appropriate public liability and employer's liability insurance for the works undertaken.

Governing Law

These Terms & Conditions shall be governed by and construed in accordance with the laws of England and Wales.