

D&P (Fit-Out and General Building Contractor) Ltd,  
424 Margate Road Westwood, Ramsgate, Kent, England, CT12 6SJ  
Tel: 02038155867 Email: [finance@dpfitout.com](mailto:finance@dpfitout.com)  
Company Reg: 12326953



## **TERMS & CONDITIONS OF BUSINESS**

### **D&P (Fit-Out and General Building Contractor) LTD** (Company No.12326953)

These Terms & Conditions apply to all estimates, quotations, contracts, works, services and invoices issued by D&P (Fit-Out and General Building Contractor) LTD (“the Company”).

They shall prevail over any other terms unless expressly agreed in writing by a Director of the Company.

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### **1. DEFINITIONS**

“Company” means D&P (Fit-Out and General Building Contractor) LTD.

“Client” means the person, partnership or company instructing the Works.

“Works” means all construction, fit-out, refurbishment and related services.

“Estimate” means a budget cost subject to change.

“Quotation” means a priced offer subject to stated conditions.

“Contract” means acceptance of a Quotation, Estimate, or instruction to proceed.

“Variation” means any change to scope, design, materials, specification, sequencing or programme.

“Practical Completion” means substantial completion of the Works, notwithstanding minor defects.

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### **2. BASIS OF ESTIMATE & QUOTATION**

2.1 Estimates are not fixed-price offers.

2.2 Quotations remain valid for 30 days only.

2.3 Prices are based solely on information provided at time of pricing.

2.4 Any omissions, inconsistencies, revisions or missing information may result in cost adjustment.

2.5 Verbal agreements, discussions or site conversations shall not amend the Contract unless confirmed in writing by the Company.

### **3. FORMATION OF CONTRACT**

A Contract is formed when:

- The Client provides written acceptance;
- The Client instructs the Company to proceed;
- The Company commences work at the Client's request;
- The Client pays a deposit.

These Terms override any Client purchase order terms.

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### **4. PAYMENT STRUCTURE (DEFAULT)**

Unless otherwise agreed in writing:

- 30% deposit prior to commencement
- 30% interim stage payment
- 30% prior to Practical Completion
- 10% upon Practical Completion

The Company may alter payment structure based on project size and risk assessment.

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### **5. PAYMENT TERMS**

5.1 Payment due within 7 days unless otherwise stated.

5.2 Time for payment is of the essence.

5.3 No retention shall apply unless expressly agreed in writing.

5.4 No withholding, set-off or contra-charges permitted.

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### **6. LATE PAYMENT & DEBT RECOVERY**

If payment is not received by the due date:

6.1 Interest shall accrue daily at 8% above the Bank of England base rate.

6.2 Fixed compensation charges apply under the Late Payment of Commercial Debts (Interest) Act 1998.

6.3 The Company shall recover ALL costs including:

- Legal fees
- Debt collection agency fees
- Adjudication costs

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- Enforcement costs
- Court fees
- Director time costs

6.4 All outstanding sums become immediately due.

6.5 The Company may suspend works without notice.

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## **7. RIGHT TO SUSPEND WORKS**

The Company may immediately suspend works if:

- Any payment becomes overdue;
- The Client breaches any obligation;
- The Company reasonably believes payment is at risk;
- The Client becomes insolvent.

Suspension:

- Does not constitute breach by the Company;
- Entitles the Company to extension of time;
- Entitles recovery of remobilisation costs;
- Entitles recovery of loss and expense.

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## **8. TERMINATION**

The Company may terminate the Contract upon:

- Non-payment after 7 days written notice;
- Insolvency of the Client;
- Persistent breach of terms;
- Interference with the Works.

Upon termination the Company is entitled to:

- Payment for works completed;
- Payment for materials ordered;
- Loss of profit on remaining works;
- All recovery costs.

## **9. RETENTION OF TITLE**

- 9.1 Legal and beneficial ownership of all materials remains with the Company until paid in full.
- 9.2 The Company may enter site to recover unpaid materials.
- 9.3 Risk transfers upon delivery to site.

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## **10. VARIATIONS**

- 10.1 All Variations must be instructed in writing.
- 10.2 Where verbal instructions are given, the Company may proceed and issue written confirmation which shall be binding unless disputed within 48 hours.
- 10.3 Variations will include overhead and profit.
- 10.4 Variations may affect programme and cost.

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## **11. UNFORESEEN CONDITIONS**

The Company accepts no liability for:

- Concealed defects
- Asbestos
- Structural instability
- Inadequate services
- Latent conditions
- Contaminated materials

Such matters shall be treated as Variations.

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## **12. CLIENT OBLIGATIONS**

The Client shall:

- Provide accurate drawings and coordinated design
- Provide timely approvals
- Provide safe and unrestricted access
- Ensure utilities are available
- Ensure vacant possession
- Obtain statutory approvals unless agreed otherwise

Failure may result in delay claims and additional cost recovery.

### **13. PROGRAMME & DELAYS**

Completion dates are estimates unless expressly fixed.

The Company is not liable for delays caused by:

- Client changes
- Third parties
- Supply chain issues
- Force majeure
- Weather
- Authority delays

The Company is entitled to extensions of time and loss & expense.

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### **14. PRACTICAL COMPLETION & SNAGGING**

14.1 Minor defects do not prevent completion.

14.2 Client must issue snagging list within 7 days.

14.3 Failure to do so constitutes acceptance.

14.4 Final payment is not conditional upon snagging completion.

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### **15. DEFECTS LIABILITY**

Defects due to workmanship shall be rectified within 6 or 12 months (as agreed).

Excludes:

- Wear and tear
  - Lack of maintenance
  - Third-party interference
  - Client-supplied materials
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### **16. LIMITATION OF LIABILITY**

16.1 Total liability shall not exceed the Contract Sum.

16.2 No liability for:

- Loss of profit
- Loss of business
- Consequential loss

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- Indirect damages
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## **17. INSURANCE**

The Company maintains:

- Public Liability Insurance
- Employers Liability Insurance

Certificates available upon request.

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## **18. FORCE MAJEURE**

The Company is not liable for events beyond reasonable control including:

- Pandemic
  - War
  - Government restrictions
  - Material shortages
  - Energy crises
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## **19. INSOLVENCY**

If the Client:

- Enters administration
- Enters liquidation
- Becomes bankrupt
- Makes arrangement with creditors

All sums become immediately due and payable.

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## **20. DIRECTOR PERSONAL GUARANTEE (FOR LIMITED COMPANY CLIENTS)**

Where the Client is a Limited Company, the Company reserves the right to require a Director Personal Guarantee before commencement.

The Guarantor shall be jointly and severally liable for:

- All sums due
- Interest
- Legal costs
- Enforcement costs

Failure to provide a requested guarantee may result in refusal to commence works.

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## **21. RECOVERY OF LEGAL COSTS**

The Client shall indemnify the Company against all legal, professional and debt recovery costs incurred in enforcing payment, regardless of court allocation.

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## **22. ENTIRE AGREEMENT**

- 23.1 These Terms constitute the entire agreement.  
23.2 No verbal representations are binding.  
23.3 Amendments must be in writing signed by a Director.
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## **23. GOVERNING LAW**

This Contract is governed by the laws of England & Wales.

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## **24. ACCEPTANCE**

By accepting an estimate, quotation, instructing works to proceed, or making payment, the Client agrees to these Terms in full.