

DMB Solutions (UK) Ltd - Terms & Conditions

OUR MAIN OBLIGATION TO DO THE WORK

- We will carry out the work:
 - With reasonable care and skill and to a reasonable standard;
 - By the end of the work period.
 - And keep to all building regulations;
 - And keep to all legal requirements, which we would need to keep to in the course of carrying out the work, but only if you have told us in writing about these requirements and at the end of the contract, subject to full payment of all monies due, we will give you any guarantees, test certificates and so on which apply to the work. You should keep these in a safe place for use in the future.
 - If you ask us to give you copies of these documents after having received copies then you will be liable to an administration charge.

GUARANTEES & INSURANCE

- A 12 months defects liability is offered on all works.
- During the defects liability period we will put right any defects in the work due to faulty workmanship or materials excluding prime costs sourced by you, we will not charge you for this.
- Defects due to the conditions of the site or relevant property, that existed before we began work.
- This condition will only apply in the following circumstances;
 - If we consider that the condition of the site or any property next to it or the access to it may affect the work and we write and tell you this.
 - We will have carried out our duty by giving you that warning. If you still insist that we carry out the work with the site or relevant property in this condition, you should confirm this in writing and it will be at your risk.
 - If the condition of the site or any property next to it or the access to it will affect the work and this condition could not be expected before the work started.
- Defects caused by you or any other person or caused by any event, which happens after the completion date.
- Products sourced through our recommended suppliers are guaranteed for a 12 month period from purchase depending on the terms & conditions we are subjected to with the supplier.
- All works are insured under our public & employer liabilities insurance through FMB AON contractors liability insurance which insures all works stipulated in the works contract, until completion of contract.
- FMB Masterbond Insurance backed guarantees are available upon request and subject to a further charge which will directly depend upon the projects value and can be for a two, six or ten year period.

SUBCONTRACTING

- We can subcontract any part of the work, but we will still be responsible for the work.

FINANCE

- If funding is obtained through our recommended finance providers or others then all proof of funding must be shown at least 4 weeks before the project start date.
- All credit card payments are subject to a 3 % transactions fee.
- We do not store credit card details nor do we share customer details with any 3rd parties.
- We do not accept American express, Maestro & Visa Electron.
- DMB Solutions (UK) Ltd is not in a position to offer financial advice to you, however we can recommend Financial Services Authority (FSA) organisations with consumer credit licenses (CCL) that can offer guidance and advice towards the particular product suitable for you.

VAT

- VAT is included in all prices unless stated otherwise at the standard rate.
- VAT invoices are available upon request.

CLEARING THE SITE

- Before the completion date, we will remove all rubble, surplus materials, rubbish, tools and scaffolding on the site and leave it clean and tidy. We will not be responsible for removing any items you, or any person we don't control, place on the site.

PAYMENT

- For projects under £10,000.00 a payment structure of 40% deposit to be paid upon agreement of estimate and booking in of project, 40% week 2 of project and 20% upon completion.
- Stage 1 payments must be made with 50% of agreed price at least 2 weeks before the measured survey and 50% upon receipt of stage 1 package. If planning permission is required then full payment for the local government and DMB Solutions (UK) Ltd must be received before they are entered.
- Stage 2 payments are worked upon a 35% deposit to be made at least four weeks before the project commences (start date) followed by a further 30% after week two and 30% after week four with a 5% retention to be paid upon completion.
- If payments are not received in accordance with these terms & conditions then DMB Solutions (UK) Ltd reserves the right to stop works and seek compensation for all materials and labour that have been paid for up until point of works stopping.
- All extras that are agreed upon by the client and are further works to the agreed estimate and are to be paid for upon the extra cost being agreed for by the client before works commence in association with that particular extra.
- A late payment is subject to an 8% above Bank of England base rate APR in addition to fees accrued.
- If a dispute arises, you can only withhold payment after the due date for any payment owed to us, if you give us notice:
 - Before the final date for that payment;
 - Saying that you are going to withhold payment; and
 - Setting out the amount you will withhold and the reason for withholding payment. Or, if there is more than one reason, you must give each reason and the amount which applies to it. You must confirm any notice given over the phone or face-to-face in writing as soon as possible before or after the due date.

CONSENTS

- Unless we agree otherwise in writing, you must get all forms of consents you need before we start the work and keep any conditions relating to the work (including paying all the relevant fees).
- If you break this you must pay us any losses and damages we suffer. When the work is completed, whoever is responsible for getting building regulations approval or planning permission is also responsible for getting formal written confirmation that the work meets those regulations or permissions.

MEETINGS

- We offer a weekly meeting to all our clients at their convenience for a duration of 20 minutes for projects under £10,000.00 estimate value and 45 minutes for projects over £10,000.00 estimate value.
- All meetings that exceed this time scale will be chargeable at £60/hour past the designated meeting duration.

ESTIMATES

- Our quotes and estimates are confidential between you and us and are not permitted to be used in conjunction with outside parties for competitive purposes, if found to be the case then DMB Solutions (UK) Ltd reserves the right to seek compensation for loss of profit and work under general contracting law.

EMPLOYEES

- No employee working for DMB Solutions (UK) Ltd is permitted to work for you the client privately. If found to be the case their employment will be terminated immediately with penalties incurred to both client and employee through loss of works, contract and profits under general contracting law.
- All employees are criminal record bureau checked and health & safety proficient.
- If you do use our employees you will have to pay us as if we had carried the work out.

PRIME COSTS

- Any variations / extras stipulated require cleared funds before materials can be ordered and works can be programmed.
- Where a prime cost requires sundry materials for fitting (i.e. adhesive and grout for tiling / adhesive and underlay for flooring) these sundry items are also considered as prime costs.
- Prime costs are not included in the estimate.
- We reserve the right to stop works if prime costs are not delivered to site on time if sourced by you the customer.
- All prime costs ordered through DMB solutions will be guaranteed.
- All Prime cost payments must be received before ordered.

PLANNING & BUILDING CONTROL

- All planning and building control are the responsibility of the client and become the property of the client as soon as final payment for the project is received.
- When dealing with a planning application and/or building control application for a client DMB Solutions is responsible as agent for all communications, as long as applications were entered via DMB Solutions (UK) Ltd.
- We do not accept responsibility for a third party entering building control or planning applications on behalf of the client.
- Even though DMB Solutions (UK) Ltd offers advice and knowledge according to planning and building control regulations it is at the discretion of that particular department indeed individual to how the government regulations are interpreted therefore any further requirements by these departments may result in further works which are payable by you the client.

AMENITIES

- Electricity, Gas, & Water must be made available to on site staff at all times from you and a working toilet also.
- If available, off road parking and areas for skip locations must be made available as well as storage areas.

LIMITS ON USING THE SITE

- If you wish us to not use the site at certain times of the week you must inform us in writing 5 days before the contractual works are due to commence.
- Are usual working hours will be 8am - 5pm daily Monday to Friday accepting bank holidays. We may in some instances due to project scheduling need to use the site outside of these hours; if this is the case then we will keep noise down to a minimum.

PROMOTIONS

- Free Boiler - this refers to the cost of a Vaillant Ecotec 28i boiler and does not include the cost of thermostat, flue kit, and fitting along with all other associated works.
- Stage 1 £1995 - this applies to all terraced 2 bedroom properties loft conversion plans. This does not apply to semi-detached, detached, and corner plot buildings. The stage 1 does not include entering of planning applications or building control applications. One Client consultation has been allowed for and all other consultations will be charged at a rate of £60/hour excl. expenses and VAT.
- Free Christmas hamper - this refers to all kitchens that have a prime cost spend of over £5,000.00.
- All promotions are relevant to homeowners whose site location for the project is within a 3 mile radius of BN1 3BG.

CANCELLATION

- Under general contracting law we are permitted to keep all profits that could have been accrued from the project and all materials and work done towards the project.
- In certain instances we will be prepared to refund the cost of the deposit depending on your particular circumstances.
- We reserve the right to refund your deposit.

UNEXPECTED WORK

- If unexpected work is needed we will contact you and ask you how you would like to proceed.

SUSPENSION OF WORKS

- Our right to suspend or end the works without affecting our legal rights and remedies, we can end all or suspend all or part of the contract in one (or more) of the following circumstances.
- If you fail to pay any interim bill and still fail to pay for seven days after receiving a written notice we send demanding payment.
- If you, or anyone you employ or your agent, interfere with or obstruct the work or fail to make the site available for us (without good reason) for the contract period (or any one or more of these).
- If you become bankrupt or go into liquidation, or make a composition or arrangement with your creditors (or any one or more of these).
- If the work is delayed due to your fault for more than 14 days in a row.
- After we use our right to suspend part of this contract we can still end it if you are still at fault.
- We will be entitled to:
 - All relevant payments.
 - Any reasonable costs and any reasonable losses we suffer (including loss of profit) involved in or resulting from ending.

EXTENDING PERIOD OF WORKS

- You will extend the contract period by a reasonable period to take into account any one (or more) of the following.
 - Your delayed instructions or lack of instructions on any one (or more) of the following:
 - The work;
 - Changes to the work.
 - Your choice of materials.
 - If we suspend this contract.
 - If the work is obstructed by any matter we do not control.
 - Weather conditions which delay or prevent us continuing the work.
 - Civil commotion, wars, riots and lock-outs.

HEALTH AND SAFETY

- We will be responsible for all health and safety issues relating to the work.

DELAY OR DISRUPTION

- If the work is delayed or lasts longer than expected for any reason (other than our fault), we will adjust the price accordingly, as shown in condition.
- If it is your fault, we will be entitled to claim for any losses and expenses caused.

YOUR RIGHT TO END THE WORKS

- Without affecting your other legal rights and remedies, you can end this contract in one (or more) of the following circumstances.
- If, without reasonable cause, we:
 - Stop work for 14 days in a row; or
 - Fail to work steadily; and
 - You send us a written notice, telling us to restart work or work steadily; and we do not do this within seven days of receiving your notice.
- If we become bankrupt.
- If we go into liquidation.
- If we make a composition or arrangement with our creditors.
- If we are wound up.
- If a receiver or manager is appointed over our business, unless this is to amalgamate or re-organise the business.
- However, we can still use all our legal rights and remedies.

WHO OWNS THE MATERIALS AND GOODS

- You will not own any materials or goods delivered to the site until you have paid us.

YOUR RIGHT TO CANCEL THE CONTRACT

- You are allowed to cancel this contract within 7 days of signing as part of the 7 day cooling off period.

You and we agree the terms of this contract. Signing this contract will mean that you and we have various legal obligations to each other. This contract is only for the benefit of you and us, and no one else.

On Behalf of DMB Solutions (UK) Ltd _____
48 Borough Street, Brighton, East Sussex, BN1 3BG.

Your signature (first client) _____

Your signature (second client) _____

Date _____ Site of the Work _____

Address of you the client if different to above _____