

EDMUNDS DESIGN & CONSTRUCTION LTD (EDC)

Standard Terms & Conditions of Contract

Applicable to all Quotations, Orders & Contracts

Version 1.0 | 2026

Preamble

These Standard Terms & Conditions of Contract ("Conditions") govern all quotations issued and contracts entered into by Edmunds Design & Construction Ltd ("the Company"). They apply in full unless expressly varied in writing and signed by a director of the Company.

The Client's acceptance of a quotation, the placement of an order, or commencement of works constitutes unconditional acceptance of these Conditions. Any terms put forward by the Client that conflict with or supplement these Conditions are excluded unless agreed in writing.

1. Definitions

1.1 In these Conditions the following terms have the meanings set out below unless the context requires otherwise.

"Company" means Edmunds Design & Construction Ltd (EDC), a general construction, mechanical engineering and property maintenance contractor registered in England and Wales.

"Client" means the person, firm, company or other entity that accepts a quotation or places an order with the Company.

"Contract" means the agreement formed between the Company and the Client incorporating these Conditions.

"Works" means the goods, materials, labour, engineering services or other works described in the quotation.

"Site" means the location at which the Works are to be executed.

"Order" means the Client's written or verbal acceptance of a quotation or instruction to proceed with Works.

"Contract Sum" means the price stated in the quotation, as adjusted in accordance with these Conditions.

"Variation" means any change to the scope, specification, programme or access conditions of the Works instructed or agreed in writing.

2. Quotations & Orders

2.1 All quotations are valid for 30 days from the date of issue unless a different period is stated on the quotation. The Company reserves the right to withdraw or revise a quotation at any time prior to acceptance.

2.2 A quotation does not constitute an offer capable of acceptance so as to form a binding contract until the Company has issued a written order acknowledgement.

2.3 The Client is responsible for ensuring that the Order and any associated specification, drawings or information provided to the Company are accurate and complete. The Company accepts no liability for errors or omissions arising from inaccurate or incomplete information supplied by the Client.

2.4 Where the Client's Order is placed verbally, the Company's written record of that Order shall be conclusive evidence of its terms in the absence of written objection within 48 hours.

3. Price & Payment

3.1 Prices are exclusive of Value Added Tax (VAT), which will be charged at the rate applicable at the tax point and shown separately on invoices.

3.2 Unless otherwise agreed in writing, payment of invoices is due within 30 days of the date of invoice. For contracts of longer duration, the Company may issue interim applications for payment in accordance with the programme of works.

3.3 The Company's right to payment is governed by the Housing Grants, Construction and Regeneration Act 1996 (as amended by the Local Democracy, Economic Development and Construction Act 2009) where applicable. Payment notices and pay-less notices must comply with the statutory requirements.

3.4 Without prejudice to any other remedy, if any sum due to the Company is not paid by the due date, the Company reserves the right to: (a) charge statutory interest on overdue amounts pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 at 8% above the Bank of England base rate; (b) suspend performance of the Works on seven days' written notice in accordance with the Act; and (c) recover reasonable costs of debt recovery.

3.5 The Company shall not be obliged to commence or continue Works where any earlier invoice remains unpaid beyond its due date.

3.6 Retention, if applicable, shall be agreed in writing and stated in the quotation. Where no retention is specified, none shall apply.

4. Variations

4.1 The Works shall be carried out in accordance with the scope described in the quotation. Any Variation requested by the Client must be instructed in writing before the relevant work is carried out.

4.2 Where a Variation instruction is given verbally by the Client or its representative, the Company will use reasonable endeavours to confirm it in writing within two working days. The absence of a written instruction shall not preclude the Company from recovering the fair and reasonable value of variation works actually carried out at the Client's request.

4.3 The Company reserves the right to value Variations on a time and materials basis at its prevailing schedule of rates, or such other basis as the parties agree in writing. Quoted lump sums for Variations remain valid for 14 days only.

4.4 Where unforeseen conditions, concealed defects or site circumstances materially different from those described or reasonably anticipated are encountered, the Company reserves the right to raise a Variation to cover any additional cost or time.

5. Programme & Delays

5.1 Any programme dates or durations given in the quotation are estimates only and are not guaranteed unless expressly stated to be fixed in writing. Time shall not be of the essence unless agreed in writing.

5.2 The Company shall not be liable for any delay caused by: (a) acts or omissions of the Client or third parties; (b) late or inaccurate information, instructions or decisions from the Client; (c) restricted or inadequate access to Site; (d) adverse weather conditions beyond seasonal norms; (e) industrial disputes; (f) force majeure; or (g) any cause outside the Company's reasonable control.

5.3 Where delay is caused by or on behalf of the Client, the Company shall be entitled to a reasonable extension of time and to recover any additional costs and losses resulting from such delay.

5.4 The Company shall notify the Client as soon as reasonably practicable of any circumstance likely to cause delay.

6. Client's Obligations

6.1 The Client shall, at no cost to the Company and in good time: (a) provide safe and unobstructed access to the Site and relevant areas thereof; (b) provide adequate welfare facilities, water, electricity, and lighting at the point of use where these are needed for the Works; (c) provide all necessary information, drawings, specifications and decisions; (d) obtain all necessary statutory consents, planning permissions and building regulations approvals unless otherwise agreed; and (e) ensure that the Site is safe for the Company's personnel to work on.

6.2 Where the Client appoints other contractors to work on Site contemporaneously, the Client shall be responsible for co-ordinating those contractors and shall indemnify the Company against any loss, damage or delay caused by their acts or omissions.

6.3 The Client shall ensure that a competent representative is available to receive and sign off completed Works on practical completion. Failure to attend within a reasonable time of notification shall be deemed acceptance of the Works.

7. Health, Safety & CDM

7.1 The Company shall comply with all applicable health and safety legislation, including the Construction (Design and Management) Regulations 2015 (CDM 2015), the Health and Safety at Work etc. Act 1974, and all relevant Approved Codes of Practice and guidance.

7.2 Where the Company is engaged as Principal Contractor under CDM 2015, it shall fulfil all associated duties. Where another party is named Principal Contractor, the Company shall co-operate with and comply with all reasonable directions of that Principal Contractor.

7.3 The Client shall notify the Company of any specific Site rules, permit-to-work requirements, hazardous substances, asbestos registers or other site-specific health and safety matters before the Company mobilises.

7.4 The Company reserves the right to suspend or cease Works immediately where, in the Company's reasonable opinion, continuation would expose its personnel to a risk of personal injury. Such suspension shall not constitute a breach of Contract and the Company shall be entitled to recover any additional costs arising.

8. Statutory Compliance & Regulatory Requirements

8.1 The Company shall carry out the Works in compliance with all applicable statutory requirements, British Standards, codes of practice and industry regulations current at the time of execution.

8.2 Where compliance with a regulatory requirement necessitates a change to the specification or scope of Works not described in the quotation, such change shall be treated as a Variation and valued accordingly.

8.3 Certificates, notices or other statutory documentation required in connection with the Works (such as gas safe certificates, NICEIC electrical installation condition reports or similar) shall be provided by the Company for the Works carried out by it only. Certificates relating to existing installations or works carried out by others remain the responsibility of the Client.

8.4 The Company's operatives hold and maintain all trade registrations and licences required for the Works they carry out, including Gas Safe registration and NICEIC/NAPIT registration where applicable.

9. Materials & Equipment

9.1 Unless otherwise specified, materials and equipment supplied by the Company shall be of good quality, fit for their intended purpose, and comply with all applicable standards.

9.2 Title to materials and equipment shall remain with the Company until payment in full has been received. Risk in materials delivered to Site shall pass to the Client upon delivery.

9.3 Where the Client supplies materials or equipment, the Company accepts no responsibility for their quality, fitness for purpose or compliance with statutory requirements. Any additional work required as a result of defects in Client-supplied materials shall be treated as a Variation.

9.4 The Company shall not be obliged to use specific makes or models of materials unless expressly stated in the quotation. Where a specified product is unavailable, the Company may substitute an equivalent product of equal or better quality and performance.

10. Defects & Warranty

10.1 The Company warrants that the Works will be carried out with reasonable skill and care and that any materials supplied will be free from defects in materials and workmanship.

10.2 The Company's warranty period is 12 months from the date of practical completion of the Works, or such other period as may be expressly stated in the quotation.

10.3 The warranty does not cover: (a) fair wear and tear; (b) damage caused by misuse, accident, neglect or unauthorised modification; (c) defects caused by Client-supplied materials or equipment; (d) defects arising from failure of the Client to follow the Company's operating or maintenance instructions; or (e) damage caused by acts of third parties or extreme weather.

10.4 The Client shall notify the Company in writing of any alleged defect promptly and in any event within 14 days of discovery. The Company shall be given a reasonable opportunity to inspect and remedy any defect that falls within the warranty. The Client shall not engage third parties to remedy alleged warranty defects without the Company's prior written consent, failing which the Company's warranty obligation shall be extinguished in respect of those defects.

10.5 Subject to clause 10.2, the Company shall at its option repair or replace defective Works at no additional charge to the Client.

11. Limitation of Liability

11.1 The Company's total liability to the Client under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the Contract Sum.

11.2 The Company shall not be liable to the Client for: (a) loss of profit; (b) loss of revenue; (c) loss of business; (d) loss of anticipated savings; (e) loss of data; (f) damage to reputation or goodwill; or (g) any indirect, special or consequential loss or damage, in each case however arising.

11.3 Nothing in these Conditions shall limit or exclude the Company's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot lawfully be limited or excluded.

11.4 The Client shall mitigate any loss it suffers as a result of any breach of the Contract by the Company.

12. Insurance

12.1 The Company shall maintain throughout the duration of the Contract: (a) Employers' Liability Insurance of not less than £10 million per occurrence; (b) Public Liability Insurance of not less than £5 million per occurrence; and (c) Professional Indemnity Insurance of not less than £1 million per claim, where the Works include design or professional services.

12.2 Evidence of current insurance cover shall be provided to the Client on written request.

12.3 The Client shall be responsible for insuring the existing structure, contents and the Works in progress (where required) unless the parties have agreed in writing that the Company shall take out a Contractors All Risks policy.

13. Intellectual Property

13.1 All intellectual property rights in drawings, designs, specifications, calculations and other documents prepared by the Company in connection with the Works shall remain the property of the Company. The Client is granted a non-exclusive licence to use such documents solely for the purpose of using, operating, maintaining and altering the Works.

13.2 Where the Client supplies intellectual property to the Company, the Client warrants that such use does not infringe the rights of any third party and shall indemnify the Company against any claim arising from such infringement.

14. Confidentiality

14.1 Each party shall keep confidential all information received from the other that is identified as confidential or that ought reasonably to be regarded as confidential, and shall not disclose it to any third party without the other party's prior written consent, except as required by law or regulatory authority.

14.2 This obligation shall survive termination of the Contract for a period of three years.

15. Suspension & Termination

15.1 The Company may suspend the Works on seven days' written notice to the Client in accordance with the Housing Grants, Construction and Regeneration Act 1996 where any payment is overdue.

15.2 Either party may terminate the Contract on 14 days' written notice if the other party commits a material breach and fails to remedy it within that notice period.

15.3 The Client may terminate the Contract for convenience on 28 days' written notice, provided that the Client shall pay the Company for all Works completed to the date of termination, all materials reasonably ordered and associated losses including loss of anticipated profit on the uncompleted balance.

15.4 The Company may terminate the Contract immediately by written notice if the Client becomes insolvent, enters administration, has a receiver appointed, or passes a resolution for winding up.

15.5 On termination, the Company shall be entitled to remove its plant, equipment and materials from Site. The Client shall provide reasonable access for that purpose.

16. Force Majeure

16.1 Neither party shall be in breach of the Contract or liable for any failure or delay in performance to the extent that such failure or delay results from events beyond its reasonable control, including but not limited to acts of God, pandemic, flood, fire, storm, war, terrorism, civil unrest, government action, regulatory change, strikes, or failure of third-party utility services.

16.2 A party seeking to invoke force majeure shall notify the other party promptly in writing. If a force majeure event continues for more than 60 days, either party may terminate the Contract on written notice without further liability, except for payment for Works completed.

17. Data Protection

17.1 Each party shall comply with its respective obligations under the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 in connection with any personal data processed in relation to the Contract.

17.2 Where the Company processes personal data on behalf of the Client as a data processor, the parties shall enter into a separate data processing agreement if required.

18. Anti-Bribery & Modern Slavery

18.1 The Company complies with the Bribery Act 2010 and the Modern Slavery Act 2015. The Company shall not engage in any form of bribery, corruption or modern slavery in connection with the Works.

18.2 The Client shall notify the Company immediately if it becomes aware of any breach or alleged breach of this clause.

19. Assignment & Subcontracting

19.1 The Client shall not assign, novate or otherwise transfer any of its rights or obligations under the Contract without the prior written consent of the Company.

19.2 The Company may subcontract any part of the Works to appropriately qualified and insured subcontractors but shall remain responsible to the Client for the performance of subcontracted Works.

20. Notices

20.1 All notices required or permitted under the Contract shall be in writing and delivered by hand, first-class post, or email with delivery confirmation to the addresses stated in the quotation or order acknowledgement.

20.2 Notices shall be deemed received: (a) if delivered by hand, at the time of delivery; (b) if sent by first-class post, two business days after posting; and (c) if sent by email, at the time of transmission provided a delivery or read receipt is obtained.

21. Waiver & Severance

21.1 If either party is slow to use a right they have under the contract, or chooses not to use it right away, that doesn't mean they've given up that right. And if they only use part of a right, they can still use the rest of it later.

21.2 If any provision of these Conditions is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, that provision shall be severed and the remaining provisions shall continue in full force and effect.

22. Entire Agreement

22.1 These Conditions, together with the quotation and any written order acknowledgement, constitute the entire agreement between the parties and supersede all prior negotiations, representations and understandings relating to the subject matter.

22.2 No modification of the Contract shall be effective unless made in writing and signed by an authorised representative of each party.

23. Governing Law & Dispute Resolution

23.1 The Contract shall be governed by and construed in accordance with the laws of England and Wales.

23.2 In the event of a dispute, the parties shall first seek to resolve the matter through good-faith negotiation. If unresolved within 28 days, either party may refer the dispute to adjudication in accordance with the Scheme for Construction Contracts (England and Wales) Regulations 1998 (as amended) or such other adjudication procedure as the parties agree in writing.

23.3 The courts of England and Wales shall have exclusive jurisdiction over any matter not resolved by adjudication, subject to the right of either party to seek urgent injunctive or other interim relief.

Company Details

EDMUNDS DESIGN & CONSTRUCTION LTD

Company Number: 08533406

Registered in England and Wales

These Conditions apply to all quotations, orders and contracts unless expressly varied in writing by a director of the Company.