

TERMS AND CONDITIONS

These terms and conditions are between Sparrow Construction Ltd, a company registered in England and Wales with company number 11091985, (**we** us **or** our) and you, the person or entity stated in the Quote (**your** or **your**), together the **Parties** and each a **Party**.

1. Acceptance

- 1.1 You have requested the Installation Services set out in the Quote, and you are taken to accept these Terms by the earlier of:
- (a) signing and returning the Quote to us;
 - (b) sending an email to us accepting the Quote (expressly or impliedly);
 - (c) instructing us (whether orally or in writing) to proceed with the supply of the Installation Services; and
 - (d) making part or full payment of the Price (including any Deposit).
- 1.2 These Terms will operate for the Term.

2. Our supply of the Installation Services

- 2.1 In consideration of your payment of the Price, we will provide the Installation Services in accordance with these Terms and all applicable laws, whether ourselves or through our Personnel.
- 2.2 We warrant to you that the Installation Services will be provided using reasonable care and skill.
- 2.3 We will not be responsible for any Installation Services unless expressly set out as being included in the Quote.
- 2.4 We will use our commercial best endeavours to provide the Installation Services by any dates or time estimates set out in the Quote, but any such dates or times are estimates only and we will not be in breach for a failure to provide or complete the Installation Services by such dates or times.
- 2.5 Without limiting clause 2.4, we will have no liability for delays to the extent caused by one or more of the following events or circumstances:
- (a) a variation or deemed variation;
 - (b) a breach by you or any of your Personnel;
 - (c) inclement weather;
 - (d) delays in obtaining approvals for the Installation Services from relevant authorities; and
 - (e) any other event or circumstance beyond our reasonable control.
- 2.6 If we are stopped from carrying out the Installation Services on Site due to a Site issue that has to be resolved before we continue the Installation Services, we will inform you and give you 1 hour to resolve the issue, otherwise we will be entitled to charge for such delays on an hourly rate basis, based on our standard hourly rates.
- 2.7 If you ask us to measure something on Site for you so that you can use the measurements to order materials or for reference, we will have no liability for the measurement not being correct, and it is your responsibility to ensure the measurement is accurate.
- 2.8 Unless stated otherwise in the Quote, you will ensure all materials necessary for the Installation Services will be

delivered to Site and unloaded by your or your Personnel using mechanical equipment prior to when the Installation Services are meant to commence.

- 2.9 The Quote will specify if a site induction is included. Unless otherwise stated in the Quote, Site inductions that take longer than 1 hour will be subject to additional charges.

3. Variations

- 3.1 If you wish to make a change to the Installation Services you have requested please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the Price of the Installation Services, the timing of supply of the Installation Services or anything else which would be necessary as a result of your requested change, and ask you to confirm whether you wish to go ahead with the change.
- 3.2 If we consider that any instruction or direction from you constitutes a variation to the scope of our obligations under these Terms, then we will not be obliged to comply with such instruction or direction unless agreed in accordance with this clause.
- 3.3 You warrant and agree that, as at the time we issued the Quote, you have provided us with full, final, complete and accurate designs and specifications for the Installation Services. If any changes are made or required to the designs and specifications, this will constitute a direction or instruction by you to vary the Installation Services and we will not be obliged to comply with such instruction or direction unless agreed in accordance with this clause 3.
- 3.4 Unless expressly stated otherwise in the Quote, the Price is based on 1 continuous Site visit (for example, over the space of one day or the space of one week) to complete the Installation Services. If we are required to make multiple Site visits to complete the Installation Services, including where the Site isn't ready for them to be completed or where you require us to leave the Site to allow you or your Personnel to complete their works, this will constitute a direction or instruction by you to vary the Installation Services and we will not be obliged to comply with such instruction or direction unless agreed in accordance with this clause 3, until a further Quote has been agreed to, or until the Parties have agreed for payment to be on a day rate basis.
- 3.5 If we attend the Site and find out that the actual state of the Site (or things pertaining to the Site, including access, materials and drawings) are not as discussed between the Parties by email and/or are different to the Quote, we reserve the right to leave the Site and charge you day works rates until the issues pertaining to the Site have been rectified. If, however, we are unable to continue the relevant Installation Services on Site, for any reason not caused by us, including because you requested for us not to return to Site or where the issues are not rectified, we are entitled to charge 20% of the value of the relevant Order (in addition to other amounts payable to us for any completed Installation Services), as compensation for services provided by us in logistics and work preparation.

4. Your Personnel and Your Items

- 4.1 You are responsible for the acts or omissions, and any goods or services provided by you or your Personnel. You agree to, and to ensure your Personnel, cooperate with us

- and not interfere with the supply of the Installation Services.
- 4.2 You agree that any information, documentation, specifications, goods or services provided, or directions provided, by you or your Personnel in relation to the Installation Services (**Your Items**) will be:
- (a) provided solely at your own risk, and you agree that we will assume no responsibility or Liability for Your Items;
 - (b) fit for purpose, of merchantable quality and compliant with all applicable laws; and
 - (c) sufficient to enable us to comply with our obligations under these Terms and all applicable laws,
- and to the maximum extent permitted by law, we will have no liability to you for any Liability, and you waive and release us from any such Liability, arising from Your Items.
5. **Third Party Guarantee**
- We may pass on to you warranties or guarantees which we receive from our Personnel in respect of any Goods (**Third Party Guarantee**). You are asked to please refer to the relevant Third Party Guarantee information and read it carefully to understand what is covered by the Third Party Guarantee. The Third Party Guarantee is given to you by relevant supplier, and is not given by us. We will, however, use our reasonable endeavours to assist you in bringing warranty claims under the Third Party Guarantee.
6. **Payment**
- 6.1 In consideration for us providing the Installation Services, you agree to pay us the Deposit (if any), the balance of the Price and any other amount payable to us under these Terms, in accordance with the payment terms in our Quote on the due date for payment by 17:00 (**Payment Terms**).
- 6.2 If a Deposit is payable by you, you agree to pay the Deposit by 17:00 on the due date for payment pursuant to the Payment Terms. If the Deposit has not been paid on time then we will not be required to start our preparatory works in order to attend the Site and we will not be liable for any associated delay to the Installation Services.
- 6.3 If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion):
- (a) suspend or cease providing the Installation Services and recover, as a debt due and immediately payable from you, our additional costs of doing so;
 - (b) charge interest at a rate equal to 10% above the Bank of England's base rate, from time to time, but at 10% a year for any period when that base rate is below 0%, per annum, calculated weekly and compounding monthly, on any such amounts unpaid after the due date for payment in accordance with the Payment Terms;
 - (c) charge you a late payment fee, being 10% of the Price, payable by you immediately upon demand; and/or
 - (d) recover or repossess any items belonging to us, and you agree to grant us such rights of access to allow us (or our Personnel) to do so.
- 6.4 You will not be entitled to any part of the Installation Services until the Deposit (if applicable) has been paid in full.
- 6.5 If the Price is below £2,500 in total, we require payment in full, up front prior to the Services commencing.
- 6.6 If you dispute that any part of the Price is payable or have issues with the Installation Services, you agree to give us prompt notice in writing and in any event prior to the amount being payable under the Payment Terms. If you fail to give us such notice, you are deemed to have accepted that the Installation Services have been completed by us and no objections to the invoice will be considered.
- 6.7 By making payment of the Price, you are deemed to have accepted that the Installation Services have been completed by us.
7. **Site**
- 7.1 You agree to provide us (and our Personnel) with access to the Site (and the facilities at the Site) and any other premises as is reasonably necessary for us to provide the Installation Services, free from harm or risk to health or safety:
- (a) at the times and on the dates reasonably requested by us or as agreed between the Parties; and/or
 - (b) to enable us to comply with our obligations under these Terms or at Law.
- 7.2 You agree to pay our additional costs reasonably incurred as a result of you failing to comply with this clause 7.
8. **Warranties and Representations**
- 8.1 Each Party represents, warrants and agrees that these Terms constitute a legal, valid and binding Terms, enforceable in accordance with its terms.
- 8.2 You represent, warrant and agree:
- (a) to comply with these Terms and all applicable laws;
 - (b) you (and to the extent applicable, your Personnel) will cooperate with us, and promptly provide us with all documentation, information, instructions, facilities and access (including access to the Site) as may be reasonably necessary to enable us to provide the Installation Services in accordance with these Terms;
 - (c) that all information and documentation that you provide to us in connection with these Terms is true, correct and complete;
 - (d) to comply with our reasonable requests or requirements;
 - (e) that you have not relied on any representations or warranties made by us in relation to the Installation Services (including as to whether the Installation Services are or will be fit or suitable for any particular purposes), unless expressly stipulated in these Terms;
 - (f) you will ensure that the Site is safe and free of harmful materials or substances; and
 - (g) you are responsible for obtaining, and providing to us, if necessary, any access and approvals from third parties necessary for the Installation Services to be provided, at your cost.

9. Unforeseen Site Conditions

9.1 If we encounter any condition, event, circumstance, matter or thing in, on or around the Site or otherwise that could not have reasonably been foreseen or anticipated by us as at the date of the Quote, and that would or would likely result in us, you or any third party suffering or incurring additional cost or delay, or would require a change to the Quote, Installation Services, Price, and/or these Terms (**Unforeseen Site Condition**), during the provision of the Installation Services, we will notify you as soon as reasonably practicable after becoming aware of Unforeseen Site Condition.

9.2 Any additional works, services, goods, materials, costs or delays that we suffer or incur as a result of any Unforeseen Site Condition, or any instructions or directions given by you that are in addition to the Installation Services, will constitute a deemed variation for which a change to the Installation Services, Price and/or these Terms may apply (as reasonably determined by us). Any deemed variation will be priced in accordance with our Quote or any schedule of rates provided to you by us, or otherwise as reasonably determined by us. We will not be required to perform the Installation Services the subject of any Unforeseen Site Conditions until the Parties have agreed to the variation in writing.

10. Snagging Period

Once we have completed the Installation Services, you may request for us to return to the Site to correct Defects in the Installation Services within 3 months. We will correct the Defects within a reasonable period of time.

11. Limitations on and exclusions to our liability

11.1 The restrictions on liability in this clause 10 apply to every liability arising under or in connection with these Terms including liability in statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise.

11.2 Nothing in these Terms limits any Liability which cannot legally be limited, including Liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

11.3 Subject to clause 11.2 (liability which cannot legally be limited), but despite anything else to the contrary, to the maximum extent permitted by law:

- (a) neither Party will be liable for any Consequential Loss;
- (b) a Party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel), including any failure by that other Party to mitigate its loss; and
- (c) we will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by (whether directly or indirectly):
 - a. any Unforeseen Site Conditions;

- b. any acts or omissions of you or your Personnel (including where you do not follow the advice or guidance we provide to you);
- c. Your Items;
- d. any defect in the structure or fittings of the building at the Site where the Installation Services are being provided (other than defects caused by us); or
- e. where the Installation Services include dampness treatment, any loss or damage as a result of you failing to remove personal belongings, furniture, equipment or other items in the relevant areas.

11.4 Subject to clause 11.2 (liability which cannot legally be limited), but despite anything else to the contrary, if either Party fails to comply with these Terms, neither Party will be responsible for any losses that the other Party suffers as a result, except for those losses which are a foreseeable consequence of the failure to comply with these Terms.

11.5 We have given commitments as to the compliance of the Installation Services with these Terms and applicable laws in clause 2. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the maximum extent permitted by law, excluded from these Terms.

12. CDM Regulations

12.1 Each Party undertakes that it will comply with all applicable CDM Regulations in performing its obligations under these Terms.

12.2 You acknowledge and agree that you are the client for the purposes of the CDM Regulations and you agree to fulfil the obligations of the client in accordance with the applicable CDM Regulations.

12.3 To the maximum extent permitted by law, you are liable for, and agree to hold us harmless and indemnify us, for and against any Liability that we may suffer or incur, arising from or in connection with any breach by you of the CDM Regulations of this clause 11.

13. Rescheduling and Termination

13.1 If you need to reschedule the Installation Services, you agree to provide us with at least:

- (a) for small jobs (estimated less than 2 weeks to complete), 48 hours'; and
- (b) for other jobs (estimated 2 weeks or longer to complete), 7 days',

prior notice before the Installation Services commence.

13.2 If you need to cancel these Terms, you agree to provide us with at least 14 days' prior written notice before the Installation Services commence. If you seek to reschedule or terminate with less notice than that required in this clauses 13.1 or 13.2, you acknowledge and agree that we may have already lost out on other potential jobs, so we may charge you (or retain amounts paid by you to cover) the Price (in full or part).

13.3 These Terms will commence on the Commencement Date, and will continue until the earlier of the date the Installation Services are supplied to you in accordance with

- these Terms and these Terms are cancelled or terminated (**Term**).
- 13.4 These Terms will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:
- (c) the other Party (**Defaulting Party**) breaches a material term of these Terms and that breach has not been remedied within 14 days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
 - (d) the Defaulting Party is unable to pay its debts as they fall due.
- 13.5 Upon expiry or termination of these Terms:
- (a) we will immediately cease providing the Installation Services;
 - (b) to the maximum extent permitted by law, you agree that any payments made by you to us in relation to Installation Services performed by us up to the date of termination are not refundable to you; and
 - (c) you are to pay for all Installation Services provided prior to termination, including Installation Services which have been provided and have not yet been invoiced to you, and all other amounts due and payable by you to us under these Terms as at the date of termination.
- 13.6 We will retain your documents (including copies) as required by law or regulatory requirements. Your express or implied Terms to these Terms constitutes your authority for us to retain or destroy documents in accordance with the statutory periods, or on expiry or termination of these Terms.
- 13.7 Termination of these Terms will not affect any rights or liabilities that a Party has accrued under it.
- 14. General**
- 14.1 **Amendment:** These Terms may only be amended by written instrument executed by the Parties.
- 14.2 **Assignment:** Subject to clause 14.3, a Party must not assign or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).
- 14.3 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.
- 14.4 **Contracts (Rights of Third Parties) Act 1999:** Notwithstanding any other provision of these Terms, nothing in these Terms confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.
- 14.5 **Counterparts:** These Terms may be executed in any number of counterparts that together will form one instrument.
- 14.6 **Disputes:** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to The Law Society of the United Kingdom via their website at <https://www.lawsociety.org.uk/en>. The Law Society of the United Kingdom will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.
- 14.7 **Entire Terms:** These Terms contains the entire understanding between the Parties and the Parties agree that no representation or statement has been made to, or relied upon by, either of the Parties, except as expressly stipulated in these Terms, and these Terms supersedes and extinguishes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and Terms, whether written or oral, in respect of its subject matter. Each Party agrees that it will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that are not set out in these Terms.
- 14.8 **Further assurance:** Each Party must promptly do all things and execute all further instruments necessary to give full force and effect to these Terms and their obligations under it.
- 14.9 **Force Majeure:** To the maximum extent permitted by law, neither Party will be liable for any delay or failure to perform their respective obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event. This clause will not apply to a Party's obligation to pay any amount that is due and payable to the other Party under these Terms.
- 14.10 **Governing law:** These Terms are governed by the laws of England and Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in England and Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 14.11 **Notices:** Any notice given under these Terms must be in writing addressed to the relevant address last notified by the recipient to the Parties. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 14.12 **Privacy:** We will only use your personal information as set out in our privacy notice on our website at <https://www.sparrowconstruction.co.uk/>.
- 14.13 **Publicity:** You agree that we may advertise or publicise the supply of the Installation Services to you, including on our website or in our promotional material (including using photos of the Installation Services which we take) (**Materials**). You consent to us taking photos at the Site and you agree that we own the copyright and related rights in the Material and that you have no right to inspect or approve the Materials.
- 14.14 **Relationship of Parties:** These Terms is not intended to create a partnership, joint venture, employment or agency relationship between the Parties.
- 14.15 **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of

that provision or the other provisions in these Terms. If any provision or part-provision of these Terms is deemed deleted under this clause 14.3, the Parties will negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

14.16 **Survival:** Any clause which by its nature survives the expiry or termination of these Terms will expire such expiry or termination.

14.17 **VAT:** All amounts payable by you under these Terms are inclusive of amounts in respect of value added tax chargeable from time to time (**VAT**), unless otherwise stated. Where any taxable supply for VAT purposes is made under these Terms by us to you, you agree, on receipt of a valid VAT invoice from us, to pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Installation Services at the same time as payment is due for the supply of the Installation Services.

15. Interpretation and Definitions

15.1 In these Terms, unless the context otherwise requires:

- (a) a reference to time is to local time in London; and
- (b) a reference to £ or pounds refers to the currency of the UK from time to time.

15.2 In these Terms, unless the context otherwise requires, capitalised terms have the meanings given to them in the Quote, and:

CDM Regulations means the Construction (Design and Management) Regulations 2015.

Consequential Loss includes any consequential loss, indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. The Parties acknowledge and agree that your obligation to pay us the Price under these Terms will not constitute "Consequential Loss" for the purposes of this definition.

Defect means an error, defect or omission in the Installation Services as a sole and direct result of our default or breach of these Terms, and does not include where such error, defect or omission is caused or contributed to by you, your Personnel or any third party not engaged by us.

Dispute has the meaning given in clause 14.6.

Force Majeure Event means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

Goods means any goods or items provided by us as part of the Installation Services.

Installation Services means the services to be provided by us to you under these Terms, as expressly set out in the Quote, as adjusted in accordance with these Terms.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise.

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

Price means the price set out in the Quote, as adjusted in accordance with these Terms, and includes the Deposit (if any).

Quote means the quote, estimate quote or invoice to which these Terms are attached or incorporated by reference.

Site means the site where you request us to provide the Installation Services.

Terms means these terms and conditions and any documents attached to, or referred to in, each of them, including a Quote.