***Darren Allan***

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**Terms & Conditions of Business.**

“The company” means, D&D Construction Scotland ltd.

Trading as D&D Construction Scotland ltd or abbreviated to DDCSLTD.

“The partners mean the company directors and head management,

Persons being Miss Donna Ferguson, Mr Darren Allan.

“The Goods” means the materials, equipment and services being supplied by the company. “The Customer” means the client/person/s or firm, company or corporation seeking to purchase the Goods from the company. The “Contract” means the particular project being carried out either as per original quotation/estimation or on a day work basis (supply & fit or time & material). “Day work” and “Variation” mean goods or, services or additional works carried out at the request of the customer during the contract period. Day work will be charged at the prevailing rate, schedule of rates available on request.

2. Any quotation by the company is merely the companies’ representation of the works required as requested by the customer. The customer is deemed to have satisfied themselves with the description of works within the quotation and raised any concerns or validated any part of the quote prior to signing and returning the acceptance and/or placing an official order.

No signature of contract or pre contracts deems the works on a verbal agreement which can be cancelled at any time with no prior notice.

By placing and order, confirming a job start or by paying any money’s to the company prior to works commencing deems the contract signed by the customer, the company is not under contract and has no legal obligation where there is no signature by the company.

Any work carried out with or after the signing of the contract will be charged accordingly and the customer will be notified at the earliest convenience.

Any work carried out with the time scale or any work carried out that is more than originally estimated for will be charged accordingly and added as an extra.

If there is for any reason why the company is held upon site and we cannot continue works this time will be charged for and added as an extra

3. The company will raise a variations authorisation each time a Variation is requested and seek authorisation from the client.

The company will in absence of the client undertake a Variation verbally however a signature will be sought at the first available opportunity in order to prevent any dubiety at the end of the project. Works of an unforeseen nature will be charged as a Variation.

4. The company has an obligation to protect the public, its employees and the customer from any hazards or dangers and must exercise good health and safety practices at all times.

Before each contract the requirements will be assessed and any appropriate procedures will be prepared prior to commencement of works. These will normally be set out prior to commencement of any works however in the event circumstances change the customer must undertake to co-operate with the company in order to allow the company to manage health and safety diligently. The customer will meet any necessary additional costs incurred by the company in carrying out good health and safety practice over and above the Contract price. Failure to comply may result in the Contract being delayed.

6. The company will make every endeavour to complete the Contract within the anticipated project time stated within the quotation however any Variation instructed by the customer or event/obligation not met by the customer may jeopardise the anticipated completion date.

The company will not be responsible for any such delay nor will we entertain any claim for loss of business or any other similar claim as a result of late completion. Performance and Penalty clauses will not apply unless agreed on a specific contract prior to commencement of said contract by the managing director of the company and customer.

7. The company will state in the quotation the pro-forma, stage and interim payment schedule which must be met by the customer. Failure to do so may result in the Contract being delayed or stopped without notice until payment schedules are met.

In the event of the payment being more than 7 days late, the company reserve the right to withdraw from the Contract, charge out for the completed works to date and goods or services on site or on order which will be due for payment immediately. 30% of the estimated costs are payable in advance with invoices presented each week thereafter until the work is completed.

8. Credit facilities offered by the company are provided at the discretion of the company.

The company reserve the right to withdraw/refuse credit facilities at any time based on poor credit ratings/references, late or delayed payments. Goods supplied by the company remain the property of the company in the event of late/non – payment. The cost of said recovery/and any re-instatement will be added to the final legal costs which will be met by the client.

9. All accounts are due for immediate payment from job completion/date of invoice unless otherwise agreed. All payments are to be made directly to D&D Construction Scotland ltd and no other payments will be made to any subcontractors or employees of the company the result of this will be additional payments and or time wasted (please see below), If you fail to make payment of any sums due to us within the terms of the Contract within 24 hours of the due date then or if agreed within 7 days, without prejudice to any other rights or remedies available to us, we shall be entitled to (i) Cancel the contract or suspend further deliveries to you and appropriate any payment made by you to such of the Goods and/or Services as we may think fit or (ii) charge you interest on the amount unpaid at the rate of 5% per annum above Bank of Scotland base rate from time to time from the due date until payment is made in full.

(iii) We will leave site on the day or date payment was due and return when payments are made.

(iv) Any work carried out by us will be removed, (materials provided by the company are property of the company until the customer has paid for the materials in full) when the client signs the company’s contract he/she/they will be giving the company full access the their property until the balance outstanding is paid in full or resolved in the correct manner.

(v) Any deposit payment withheld or unpaid will delay works and we will not start any job until these amounts are made. Any loss of work or earning’s will be added to an advanced invoice and charged for at our daily/hourly contracted rate.

All late accounts will be passed to our legal representatives for recovery and any costs incurred will be met by the customer.

10. The company will exercise reasonable skill care and diligence in supplying the Goods and in carrying out the Contract. The company shall be liable to meet the cost of repair or replacement of any of the Goods where repair or replacement is necessitated by a defect in goods supplied by the company or a failure to exercise reasonable skill care and diligence in carrying out the Contract.

The company shall not be liable for any consequential loss arising from any such defect or any such failure. Consequential loss means any indirect loss arising from the carrying of the Contract and includes without prejudice to the foregoing generality damage to or destruction of the customers property occurring as a result of the carrying out of the Contract. Any work that the company complete that has been defaced, broken, tampered with by the client to the extent that the work completed is failing or fails to do its required task will be left as it’s is an not repaired unless an extra charge is agreed. Any issues with any works that the company have completed must be addressed at the client’s earliest convenience. The client shall not contract the company’s contractors, workers or companies involved in there project directly without the permission from the company.

11. If the client does not go ahead with the building or any other works asked for from the company, the client will be charged for the full costs in relation for preparation of drawings and costs in relation to preparing an estimate for the building works also a loss of business fee variable on project size.

12. Any client that cancels the contract while works are being undertaken without reasonable cause will be charged to the last day of that week.

13. Any client that cancels the contract before works are started then a 50% charge will be sought to compensate for loss of business and wasting the company’s time.

14. Any client that cancels work due to start and reschedules without giving prior notice (with 72hours) will be charged a fee for wasting the company’s time.

15. Clients that require an estimation and are not in the property to meet us will be charged a standard call out charge.

16. Subsidized rates are charged initially with view to being appointed to carry out the building works.

17. Final accounts will be prepared at the end of the Contract detailing the works, the original Contract value,

Any variation, any cost savings and monies received to date.

18. The company retains the right to photograph and/or film the ongoing and completed works for our records,

Online and marketing purposes, unless notified otherwise by the client

19. The client may leave a house /business set of keys with the company (We understand if you have a busy schedule and can’t be in all the time). Delays in work by means of client interference will be charge for at half days’ rate per day over project completion date.

20. Clients are advised that areas that “the company” will be working in must be clear of all goods. If “the company” have to move items this will be charged at and hourly or half days rate depending on how long the removal of goods take.

Any other questions regarding any terms Please ask a member of management or your project manager:

D&D Construction Scotland ltd.

Also, contracting & working in conjunction with:

GD Decor, City care plasterers, Steven Cunningham electrics, Armstrong stone masons & bricklayers,
AD bricklayers & builders, WR Brickie’s, Chris Burton gardening & landscaping – man & van services, Tuckers plumbing services.

**“We only subcontract our gas work to gas safe registered engineers. Always ask to see the gas safe ID Card”**

**“We only Subcontract select/nic-eic approved electricians”**

Please note:

We are NOT registered with any of these trade governing bodies our contracted companies are.

(gas safe, select, nic-eic)….

**Thank you for visiting our site from all at:**

D&D Construction Scotland ltd.

Kind regards:

Darren Allan

M: 0754 442 2314

MD – Miss Donna Ferguson

24hrs : Out of hours emergency number: 0754 442 2314

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Company reg: SC555730

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