

## Terms & Conditions

Unless otherwise agreed, the following terms and conditions shall apply to the Contract between Diamond Group Limited ("the Contractor") and you ("the Client"):-

1. The Contractor shall provide all labour, materials and equipment necessary for carrying out the contract unless stated to the contrary in writing by the Contractor. However, when mains electricity or water supply is required it is assumed that reasonable use of these site services, will be afforded by the Client.
2. It is the responsibility of the Client to obtain any planning permission and/or building control approval for the said works under any application legislation prior to commencement of the contract. The Client shall be responsible at all times for ensuring that the site is safe for the purpose of any workmen or employees of the Contractor on site.
3. All work is to be undertaken during normal working hours (Monday to Friday) with unrestricted access to site for continuity of work in proper sequence and in an economical manner from commencement to final completion.
4. Although every effort will be made to supply the best goods or materials of the type specified, and a high standard of workmanship, the Contractor shall not be held responsible for consequential damage, howsoever arising, in connection with the work. This includes, but is not limited to, damage caused by vibration, damage to roads, paths and driveways caused by carriage or storage of materials thereon, and subsequent ingress of rainwater etc.
5. The Contractor shall not be held responsible for delays caused by any strike, lock-out, fire or flood or by inclement weather or by default of suppliers in late or incorrect delivery of materials etc. or by any other circumstances beyond the Contractor's control or for any loss as the result thereof. If the Contractor's work is delayed by the Client or other trades, or there is an aborted visit for whatever reason, a charge will be made at the discretion of the Contractor.
6. All materials brought onto site to be fitted by the Contractor remain its property until payment in full has been made for the work undertaken.
7. When additional work not covered by any estimate is necessary, the additional costs and materials will be charged in addition.
8. Estimates remain valid for acceptance for a period of 30 days unless stated otherwise, thereafter being subject to fluctuations and ruling prices of materials, labour and insurance etc. Where increased costs will be incurred, the Contractor reserves the right to revise the estimate for re-acceptance by the Client.
9. The Contractor reserves the right to arrange for the whole or any part of the contract to be performed by Sub-Contractors.
10. The Contractor's charges will be invoiced on such basis as the Contractor in its absolute discretion sees fit, and invoices are required to be paid by the Client within 14 days of receipt. In the event of any payment not being received within 14 days, the Contractor reserves the right to add compound interest at 2.5% per week to the overdue sum, without prejudice to its other rights and remedies. The Contractor reserves the right to require a deposit payment(s), staged payment(s), or payments in advance.
11. If the Client is not completely satisfied with the services provided, it must inform the Contractor immediately (and in any event no later than 24 hours after the services were undertaken). Failure to do so will result in the Contractor having no obligation of rectification

or replacement subject always to the damage being attributable to the actions of the Contractor.

12. No claim against the Contractor in respect of alleged negligence of the Contractor, its servants or agents, or any alleged defect in the Contractor's plant, machinery or materials or in respect of any other matter shall be valid unless notice in writing thereof is received by the Contractor at its Registered Office within 7 days after the happening of the event giving rise to the claim. The liability of the Contractor in respect of any one claim or series of claims successfully brought against the Contractor in a Court of Law and arising from any one incident involving negligence of itself, its servants or agents, or through any defect in its plant or machinery shall not exceed the sum of £2,000,000.
13. The Client acknowledges that the Contractor may be required to collect and process personal data relevant to the Client. The Client's attention is drawn to the Privacy Notice attached to the Schedule to these terms.
14. The Contractor reserves the right to amend these terms for any reason and will provide the Client with no less than 14 days advance notice of any changes to these terms.
15. The engagement of the Contractor under this Agreement shall continue unless and until determined by not less than 14 days' notice in writing given by either party to the other. Any right to terminate the employment of the Contractor under this agreement shall be without prejudice to any accrued rights or liabilities arising out of this agreement which are in existence at the date of termination.
16. This contract and the arrangements referred to therein are subject to the laws of Guernsey and any disputes arising out of this contract or the arrangements referred to therein shall be subject to the exclusive jurisdiction of the courts and tribunals of Guernsey WELL UNDERSTOOD that the Contractor may, at its sole election, refer any dispute to arbitration under the provisions of the Arbitration (Guernsey) Law, 2016 (or any replacement legislation).