

## 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 to the Client a proposal for the services to be provided ("the Quotation") which shall set out: a) The services which will be undertaken for the Client. b) The date or time period within which the service will be performed. c) The prices which the Client shall be charged for the performance of the services including: i. The costs of labour and materials which the Contractors shall charge; ii. Any other disbursements or expenses which the Contractor will require the Client to pay.
2. Where the Quotation is accepted, the Client will be deemed to have accepted the content of the Quotation and these terms in full. Quotations remain open for acceptance for a period of 30 days.
3. The Contractor will provide such services to the Client as are set out in the Quotation. 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.
4. 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.
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. The Contractor reserves the right to arrange for the whole or any part of the contract to be performed by Sub-Contractors.
7. Any time frames and dates of delivery are provided for guidance only and the Contractor gives no guarantee that the services will be performed within the specified period. For the purposes of the contract, time shall not be of the essence and the Contractor shall not be liable for any loss or damage suffered by the Client as a result of the delivery of services being delayed or postponed for any reason.
8. The contract price is set out in the Quotation, which includes details of the charges which the Contractor Ltd will make for labour, materials and plant as well as any taxes or additional costs or expenses or disbursements which Diamond Group Lt may charge to the Client, or that the Client will be responsible for.

9. The Contractor's charges will be invoiced on such basis as the Contract 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.
10. Notwithstanding the Quotation, the Contractor may vary the contract price from the amount set out in the Quotation where it has provided services (including materials) which are different or in addition to those set out in the Quotation either at the specific request of the Client or because he has been required to complete additional work which was not anticipated at the time the Quotation was made, or because of market fluctuations in the price of materials.
11. The client agrees not to withhold any sums due to the Contractor or exercise any right of set-off.
12. Any property rights, title or ownership in any property or materials which are used by the Contractor in providing or delivering the service shall remain with the Contractor until the Client has made payment in full in accordance with these terms
13. 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.
14. 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.
15. The Contractor shall not be responsible in any circumstances to the Client or any third party for any loss of profit or indirect or consequential economic damage or loss, howsoever caused, whether as a result of negligence, misrepresentation, breach of contract or otherwise.
16. 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.
17. 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.

18. The employment of the Contractor may be terminated immediately where any of the following circumstances arise: a) Either party commits a serious breach or persistent breaches of this agreement including but not limited to the non-performance, neglect or default of any of his duties as outlined herein (including a failure on the part of the Client to make payment within agreed timescales) and after notice of this breach has been given to the defaulting party it remains unremedied and unrectified 7 days after such notice; b) Either party commits a breach of this agreement which cannot be remedied; c) Either party becomes insolvent or is declared en desastre.
19. Upon termination of the employment of the Contractors under this agreement the Client shall pay to the Contractor Ltd such sums as may represent work done and expenses incurred up to and including the date of the termination.
20. 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.
21. The Client shall indemnify the Contractor against any loss or damage which results from the Client's breach of this agreement or failure to abide by any of its terms.
22. The Quotation and these terms constitute the entirety of the agreement between the parties, and supersede any prior representations which may have been made, whether orally or in writing.
23. 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).
24. The failure by either party to enforce any provision of this agreement shall not be deemed a waiver or limitation of that party's right to subsequently compel and require strict compliance with every provision of this agreement.