

ELMTREE ENTERPRISES LTD

STANDARD TERMS AND CONDITIONS

2026

PART A: GENERAL TERMS

1. Definitions

1.1 In these Conditions:

- (a) "Client" means the person or entity named as such in the Quotation.
- (b) "Completion Date" means the date on which the Works are completed and handed over in accordance with clause 8.
- (c) "Contract" means the agreement between the Client and the Contractor for the Works, comprising the Quotation, these Terms and Conditions, and any documents specified in the Quotation.
- (d) "Contractor" means Elmtree Enterprises Ltd (company number 04155589).
- (e) "Contract Price" means the price payable by the Client for the Works as stated in the Quotation, subject to adjustment under these Conditions.
- (f) "Quotation" means the Contractor's written quotation referring to these Conditions.
- (g) "Works" means the works described in the Quotation, as amended in accordance with these Conditions.

2. Contract Formation

- 2.1 The Contract is formed when the Client accepts the Quotation in writing (including by email) or instructs the Contractor to proceed.
- 2.2 If a pricing error is identified in the Quotation before work commences, the Contractor will notify the Client and provide a corrected price. The Client may accept the corrected price or withdraw without liability. If work has already commenced before the error is identified, the parties will agree a fair adjustment to the Contract Price.
- 2.3 All quotations are valid for 30 days from the date of issue unless otherwise stated.

3. Contract Price and Payment

- 3.1 The Contract Price is stated in the Quotation and is subject to adjustment under these Conditions. All quotations are subject to Value Added Tax at the prevailing rate and contractor preliminary costs where applicable.
- 3.2 The Client shall pay the Contractor in accordance with the payment terms in the Quotation. Unless otherwise stated, the due date for payment is the 14th of each month for work carried out and materials purchased in the previous month. The Contractor will submit an invoice on or before the due date.
- 3.3 The final date for payment of each invoice is 14 days from the date of the invoice.
- 3.4 If the Client disputes any part of an invoice, the Client must give written notice to the Contractor at least 5 days before the final date for payment, specifying the disputed amount and the basis for the dispute. Undisputed amounts must be paid by the final date for payment. Disputed amounts will be dealt with under clause 10 (Disputes). The Client has no other right to withhold or set off any amount.

- 3.5**If the Client fails to pay any amount properly due, the Contractor may suspend all or any of its obligations under the Contract after giving at least 7 days' written notice with reasons. Any period of suspension will entitle the Contractor to reasonable additional costs and an extension of time.
- 3.6**Late payment entitles the Contractor to interest at 8% per annum above the Bank of England base rate, or at the statutory rate under the Late Payment of Commercial Debts (Interest) Act 1998, whichever is higher, from the due date until actual payment.
- 3.7**If the cost of materials or labour increases by more than 10% due to market fluctuations between the date of the Quotation and the date of purchase or performance, the Contract Price will be adjusted accordingly. The Contractor will provide evidence of the increase. The Client's approval is required and shall not be unreasonably withheld. If the Client does not approve the adjustment within 14 days, the Contractor may omit the affected element of the Works or terminate under clause 9.

4. General Obligations

- 4.1**The Contractor will exercise reasonable skill and care in carrying out the Works.
- 4.2**The Client will provide the Contractor with access to the site as reasonably required to carry out the Works without interference by the Client or third parties engaged by the Client.
- 4.3**The Contractor shall comply with all applicable laws, regulations, and codes, including those relating to anti-bribery and anti-corruption.
- 4.4**The Contractor shall not be liable for any delay or failure to perform caused by events beyond its reasonable control, including but not limited to adverse weather, acts of God, war, terrorism, fire, flood, strikes, pandemics, supply chain disruption, or government action. The Contractor will notify the Client promptly and take reasonable steps to mitigate the delay.

5. Variations

- 5.1**If the Client wishes to vary any part of the Works (including design or materials), the Client must inform the Contractor in writing. The Contractor will provide an estimate of the cost and time impact.
- 5.2**No variation will take effect unless confirmed in writing by both parties. If a variation is agreed verbally, either party will confirm it in writing within 3 working days.
- 5.3**The Contract Price and Completion Date will be adjusted to reflect agreed variations. All variations are subject to VAT and preliminary costs at the prevailing rates.
- 5.4**The Contractor reserves the right to decline any variation request.
- 5.5**If the Contractor encounters unforeseen conditions that could not reasonably have been anticipated at the time of the Quotation, the Contractor will notify the Client and a fair adjustment to the Contract Price and Completion Date will be agreed.
- 5.6**The Client shall bear additional costs arising from unforeseen site conditions that require changes to the Works, provided the Contractor has notified the Client and obtained consent before incurring those costs.

6. Planning, Building Control and Regulatory Approvals

- 6.1**The Client is responsible for obtaining all necessary planning permission for the Works before work commences.
- 6.2**Unless otherwise agreed, the Contractor will obtain permits and licences required in the course of the Works. The Client will give reasonable assistance and bear the cost of such permits unless stated otherwise in the Quotation.

6.3 Unless otherwise agreed, the Client is responsible for obtaining Building Control approval and any associated costs.

6.4 The Contractor is not responsible for any rectification works ordered by the local authority. The Contractor reserves the right to refuse or charge for any such works.

6.5 The Contractor is not liable for the administration, payment, or exemption submission of Community Infrastructure Levy (CIL), including but not limited to the assumption of liability, commencement and completion notifications, or self-build exemption eligibility.

7. Insurance and Liability

7.1 The Contractor shall maintain insurance as required by law, including Employer's Liability, Public Liability, and Construction All Risks insurance. Details will be provided to the Client upon request.

7.2 Where the Works are carried out in or adjacent to an existing building, the Client is responsible for insuring the Works and the existing structure, with the Contractor named as co-insured. The Client will provide evidence of insurance upon request.

7.3 The Contractor's total aggregate liability under or in connection with the Contract, whether in contract, tort, or otherwise, shall not exceed the greater of the Contract Price or the amount recoverable under the Contractor's insurance. This limitation does not apply to liability for death or personal injury caused by the Contractor's negligence, or to fraud.

7.4 The Contractor shall not be liable for any indirect or consequential loss, including but not limited to loss of profit, loss of use, loss of revenue, or loss of anticipated savings.

8. Duration, Handover and Defects

8.1 The Contractor will notify the Client within 5 working days of becoming aware of any event beyond its control that may delay completion. The notice will specify the cause, likely impact, and proposals for mitigation. The Completion Date will be extended as agreed or, failing agreement, determined under clause 10.

8.2 The Contractor will give the Client reasonable notice of handover and will provide the Client with the opportunity to inspect the Works. The Contractor will then confirm the Completion Date in writing.

8.3 The Contractor warrants all workmanship for a period of 12 months from the Completion Date, covering defects attributable to the Contractor's workmanship only. The Client must notify the Contractor of any such defects as soon as reasonably practicable after discovery.

8.4 The workmanship warranty does not cover: (a) fair wear and tear; (b) defects in design or materials specified or supplied by the Client; (c) damage caused by misuse, neglect, or failure to carry out recommended maintenance; (d) damage caused by third parties; or (e) natural characteristics of materials including timber movement, weathering, and settlement.

8.5 Where equipment or materials used in the Works carry a manufacturer's warranty, the Contractor will take reasonable steps to ensure the Client receives the benefit of that warranty. The Contractor will not be liable for defects in such materials except to the extent caused by the Contractor's negligence.

8.6 The Client may retain 2.5% of the Contract Price until expiry of the defects liability period, after which it will be released to the Contractor provided no outstanding defects remain that are the Contractor's responsibility.

9. Termination

- 9.1**The Contractor may terminate the Contract if the Client fails to make payment within 30 days of the due date, provided the Contractor has given at least 14 days' written notice of the default.
- 9.2**The Client may terminate if the Contractor commits a material breach and, where the breach is capable of remedy, fails to remedy it within 28 days of written notice.
- 9.3**Either party may terminate if the other becomes insolvent or has a receiver, administrator, or liquidator appointed.
- 9.4**Either party may terminate for convenience by giving 2 months' written notice. In such event, the Client shall pay the Contractor for all work properly carried out to the date of termination, plus reasonable costs directly resulting from the termination (including committed material orders and subcontractor obligations).
- 9.5**Termination does not affect the accrued rights and liabilities of either party.

10. Disputes

- 10.1**The parties will first attempt to resolve any dispute by direct negotiation.
- 10.2**If negotiation fails, either party may refer the dispute to adjudication under the CEDR Adjudication Rules. The adjudicator's decision is binding unless a notice of dissatisfaction is served within 28 days.
- 10.3**Any dispute not resolved by negotiation or adjudication will be finally determined by the courts of England and Wales.
- 10.4**The Contract is governed by the laws of England and Wales.

11. Site Operations

- 11.1**Access to the site must be suitable for 20-tonne (8-wheel) vehicles throughout the duration of the Works. Where access does not meet this requirement, alternative arrangements will be made at the Client's cost.
- 11.2**The Contractor accepts no liability for damage to existing access tracks, surfaces, verges, or landscaping caused by normal construction traffic.
- 11.3**All excavated or stripped material will be stockpiled on site unless otherwise agreed. Removal of excavated material is excluded from the Quotation unless explicitly stated.
- 11.4**The Client must ensure clear, safe, and unobstructed access to the working area for the full duration of the Works. Failure to maintain safe site conditions may result in suspension of the Works at the Client's cost.
- 11.5**All underground utilities, drainage runs, and service routes must be disclosed to the Contractor before work begins. The Contractor accepts no liability for damage to undisclosed underground services.
- 11.6**The Client is responsible for ensuring that no unauthorised persons, including children and animals, access the working area during construction.

12. Health and Safety

- 12.1**The Contractor will comply with all relevant health and safety legislation, including the Construction (Design and Management) Regulations 2015 where applicable.
- 12.2**Where a project is notifiable under CDM 2015, the Client must appoint a Principal Designer and ensure the Contractor is appointed as Principal Contractor (or confirm these roles in writing) before work commences. The Client acknowledges its duties as CDM Client.

12.3The Client will cooperate with the Contractor in relation to health and safety matters and will not interfere with or obstruct any safety measures implemented on site.

13. Materials

13.1Where the Client supplies materials to the Contractor free of charge, those materials remain the Client's property and will be used solely for the Works. Surplus materials will be returned to the Client or disposed of at the Client's direction.

13.2Client-supplied materials stored at the Client's premises are insured by the Client. Materials lost or damaged in the Client's custody will be replaced at the Client's cost.

13.3Materials lost or damaged while in the Contractor's custody will be replaced at the Contractor's cost.

14. General Provisions

14.1Notices. All notices under the Contract must be in writing and may be delivered by hand, sent by first class post, or sent by email to the address provided by the recipient.

14.2Assignment. Neither party may assign any rights or obligations under the Contract without the prior written consent of the other.

14.3Subcontracting. The Contractor may subcontract parts of the Works but will remain fully responsible for performance.

14.4Entire Agreement. The Contract (including the Quotation and these Conditions) constitutes the entire agreement between the parties and supersedes all prior arrangements or representations relating to the Works.

14.5Amendment. Amendments to the Contract are only effective if made in writing and signed (or confirmed by email) by both parties.

14.6No Reliance. The Client acknowledges it has not relied on any representation, warranty, or undertaking not expressly set out in the Contract. Nothing in this clause limits liability for fraud.

14.7Severance. If any provision of the Contract becomes illegal or unenforceable, the remaining provisions continue in full force.

14.8Waiver. Failure by either party to enforce any provision does not constitute a waiver of the right to enforce it subsequently.

14.9Intellectual Property. All designs, plans, and bills of quantities produced by the Contractor remain the Contractor's property. The Client has a licence to use them solely for the purpose of the Works.

14.10Confidentiality. Both parties agree to keep confidential all designs, plans, bills of quantities, and commercially sensitive information and not to disclose them to any third party without prior written consent, except as required by law.

14.11Data Protection. Each party will comply with its obligations under applicable data protection legislation, including the UK General Data Protection Regulation and the Data Protection Act 2018, in respect of any personal data processed in connection with the Contract.

PART B: SUPPLEMENTARY TERMS FOR ARENA AND EQUESTRIAN WORKS

These terms apply in addition to Part A where the Works include the construction of equestrian arenas, riding surfaces, or associated groundworks. In the event of conflict between Part A and Part B, Part B takes precedence.

B1. Scope and Materials

B1.1The Quotation includes only the works and materials explicitly listed. The following are excluded unless stated otherwise: water and power connections, stone or sand blinding layers, and any ancillary groundworks.

B1.2Base stone supplied is unwashed unless the Quotation specifies otherwise.

B1.3All arena works are carried out in accordance with current applicable regulations.

B2. Programme and Timescales

B2.1Start dates are indicative and subject to weather conditions, ground conditions, material lead times, and availability of preceding trades.

B2.2Delays caused by the Client, including but not limited to restricted access, late decision-making, or third-party conflicts, are not the liability of the Contractor and may result in revised costs.

B3. Surface Warranties and Manufacturer Guarantees

B3.1Surface warranties, where applicable, are provided directly by the manufacturer and are subject to the manufacturer's own terms and conditions. The Contractor does not warrant the performance of third-party surface products.

B3.2Timber is a natural material subject to weathering, movement, and warping over time and is excluded from warranty unless the Quotation states otherwise.

B3.3The Contractor warrants all arena workmanship for 12 months from practical completion, covering defects attributable to the Contractor's workmanship only. This excludes fair wear and tear, misuse, damage by third parties, or failure to carry out recommended maintenance.

Note: The 12-month workmanship warranty in B3.3 applies to arena works. The general workmanship warranty in clause 8.3 applies to all other Works.

B4. Maintenance

B4.1The Client is responsible for all recommended maintenance following completion of the Works.

B4.2For unwaxed surfaces, regular irrigation and appropriate maintenance products are required to maintain performance and appearance.

B4.3Failure to carry out recommended maintenance may affect surface performance and will not constitute grounds for a warranty or compensation claim.

B4.4The Contractor recommends that clients budget for appropriate maintenance equipment at the time of order.

B5. Free of Charge Items

B5.1Any items listed as free of charge within the Quotation are conditional upon the full quoted scope being accepted and the project proceeding in its entirety. The Contractor reserves the right to charge for these items if the scope is reduced or varied.