

Nilo Construction Ltd — Terms & Conditions (Residential)

These Terms explain the rights and responsibilities of the Client (“you”) and Nilo Construction Ltd (“we/us”).

1. Quotations & What’s Included

1.1 We will provide a written quotation describing the works in sufficient detail. If anything is unclear, please ask before acceptance.

1.2 Any ideas discussed in meetings, calls, or messages are not included unless listed in the quotation or later confirmed in writing as a variation.

1.3 If it’s not written and costed, it isn’t included.

2. Forming the Contract & Validity

2.1 A contract is formed when you accept our written quotation (email/WhatsApp is fine) and pay the stated deposit.

2.2 Quotes are valid for 30 days from their date, unless stated otherwise.

3. Cooling-Off (Distance/Off-Premises Contracts)

3.1 If our contract is concluded at your home or at a distance (email/phone), you have a 14-day cancellation period. To cancel, notify us by email/WhatsApp within 14 days.

3.2 If you ask us to start within the 14 days, you acknowledge that:

if you later cancel within that period, you will pay for work actually performed and costs reasonably incurred up to cancellation; and once the service is fully performed, the right to cancel ends.

3.3 Outside the 14-day period, you may cancel by notice; we will charge our reasonable losses (e.g., design/management time, deliveries, restocking, third-party cancellation fees). We will evidence these on request.

4. Programme, Access & Working Hours

4.1 Our programme assumes continuous access and unimpeded working 8:00–17:00 Mon–Fri (occasionally to 18:00) and 8:00–13:00 Sat, unless agreed otherwise or restricted by local rules. We will act considerately regarding noisy works and comply with local authority guidance.

4.2 You will provide free access for deliveries, plant, skips and suitable welfare (power, water, WC) unless otherwise agreed.

5. Statutory Approvals & CDM 2015

5.1 You are responsible for planning permission, building control, utilities applications and any required specialist surveys (asbestos, arboricultural, damp/structural, pest), unless our quotation expressly includes handling these.

5.2 For domestic clients, certain CDM 2015 duties normally pass to the contractor/principal contractor. Where we act as Principal Contractor, we will manage construction-phase H&S.

6. Health, Safety & Asbestos

6.1 If we suspect asbestos or other hazards, we will stop work in the affected area and arrange testing/abatement via a licensed specialist (as a variation). Work will resume once safe.

7. Variations, Omissions & Latent Conditions

7.1 Changes requested by you, design updates, Building Control requirements, or latent conditions (hidden defects, rotten timbers, failed services, non-compliant legacy work) are variations.

7.2 Variations will be priced and agreed in writing (email/WhatsApp acceptable) and may affect programme and price.

7.3 Where urgent works are necessary to protect safety or prevent damage, we may proceed and notify you promptly, pricing on a fair and reasonable basis.

7.4 Client-Omitted Works (De-scoping). If, after acceptance of our quotation, you instruct us to omit any previously agreed line item(s), this will constitute a variation. To cover coordination, re-programming, supplier cancellations and administrative time, a De-scoping Administration Fee applies per omitted line item as follows: a baseline £50, capped at £500, and in all cases not exceeding 10% of the net value of the omitted line item. This fee is in addition to:

- (a) the value of any works already carried out on that item up to your instruction; and
- (b) any direct third-party costs already and reasonably incurred, including (without limitation) non-returnable or special-order materials, restocking/re-delivery charges, design fees, permit/inspection fees, and cancellation charges.

If your omission instruction is received before procurement and scheduling have taken effect, we may reduce or waive the administration fee at our discretion. All omissions/variations must be confirmed in writing and will be reflected in the next stage invoice and, where relevant, an updated programme.

8. Payment Terms

8.1 Before commencement we will issue a payment schedule: deposit and/or first-fix materials payment, stage payments linked to progress, and a final payment at completion.

8.2 Deposit: secures the booking and enables procurement. Deposits are applied against costs incurred. Refunds are handled per Clause 3 (cooling-off/cancellation).

8.3 Invoices are issued per the schedule and are payable on receipt (or by the stated due date). Late payment may delay progress or procurement.

8.4 VAT (if applicable) will be charged at the prevailing rate and shown on each invoice.

8.5 We may charge interest on overdue sums at Bank of England base rate + 4% (simple interest), plus reasonable recovery costs where lawful for consumer contracts.

9. Title, Risk & Client-Supplied Items

9.1 Title to materials we supply remains with us until paid in full. Risk in installed items passes on installation.

9.2 For client-supplied items (sanitaryware, lighting, appliances, finishes): we will take reasonable care installing them; we are not liable for defects in those items; and delays or extra labour due to incompleteness/incompatibility will be charged as a variation.

10. Waste, Removed Materials & Re-use

10.1 Our quotation will state whether waste removal is included. If included, we will dispose of waste using licensed carriers.

10.2 If you wish to retain removed items (doors, radiators, etc.), tell us before removal; otherwise we will treat them as waste and dispose of them accordingly.

11. Sub-contractors & Certification

11.1 We may employ vetted sub-contractors who carry their own third-party liability.

11.2 Gas work is undertaken by engineers on the Gas Safe Register. Electrical work is carried out and certified to BS 7671 and Part P by registered contractors (e.g., NICEIC/NAPIT) where notifiable.

12. Insurances

12.1 We hold Public Liability Insurance (minimum £5,000,000) and Employers' Liability Insurance (at least £5,000,000 as required by law; many policies provide £10,000,000). Evidence available on request.

13. Existing Services & Boilers

13.1 We are not responsible for the adequacy of existing boilers/services to support new works unless our quotation includes replacing/upgrading them. If radiators are removed and refitted (e.g., for plastering), we are not responsible for their historic performance unless otherwise agreed.

14. Protection & Care of the Premises

14.1 We will apply reasonable surface protection (e.g., antinox, card, dust-sheets) and work with care.

14.2 Please remove valuables and sentimental items before works begin. If we move your furniture at your request, we will act carefully but cannot accept liability for pre-existing damage or issues unless caused by our negligence.

15. Guarantees & Aftercare

15.1 Our workmanship is guaranteed for 12 months from practical completion.

15.2 Plastering and Decorating Works

Plastering works are covered by a 6-month workmanship guarantee, allowing for natural settlement. According to official British Gypsum MultiFinish guidelines, a thin coat normally dries within 7 days; decorating may begin once fully dry—typically 7–14 days, or up to 3–4 weeks in cooler or more humid conditions.

Please note: while we guarantee the quality of our plastering and decorating application, we cannot accept liability for hairline cracks, shrinkage, or surface imperfections resulting from natural settlement, structural movement, moisture variations, or other factors beyond our control. Such occurrences are considered a normal part of the drying and settlement process and do not constitute defective workmanship.

15.3 Materials are covered by the manufacturer's warranties.

15.4 Guarantees exclude reasonable wear and tear, misuse, or third-party work after completion.

15.5 After the guarantee, we're happy to investigate and offer a proposal for any remedial works.

16. Practical Completion, Snagging & Handover

16.1 We will notify you when the works reach Practical Completion.

16.2 Snagging procedure (single consolidated list). Within 5 working days of our notice of Practical Completion, you will issue one consolidated snagging list in electronic form (email/WhatsApp), with numbered items, locations, photos, and brief comments. The list is created once and is not to be supplemented thereafter, except for:

- (a) statutory safety issues identified by Building Control or our certifiers; or
- (b) latent defects that could not reasonably have been identified during your inspection.

Upon receipt of your list, we will agree a reasonable timeframe and date(s) to complete snagging items.

16.3 Natural settlement & review visit. Where structural and/or timber works are included, natural settlement and drying (e.g., minor shrinkage cracks, nail pops, hairline movement at junctions) are not defects and are excluded from snagging and the workmanship guarantee. We will schedule one

settlement review visit approximately 6 months after Practical Completion to assess such cosmetic effects and agree a solution and price for any making-good you wish us to undertake.

16.4 On completion we will provide applicable certificates (e.g., Building Control sign-off notices, electrical compliance certificates, Gas Safe certificates for gas work).

17. Delays & Extensions of Time

17.1 We are not liable for delays caused by factors outside our control (e.g., delayed client decisions, late supply of client-provided items, utilities, third-party actions, force majeure).

17.2 In such cases we will be entitled to a reasonable extension of time and recovery of demonstrable additional costs where appropriate.

18. Force Majeure

18.1 Neither party is liable for failure/delay caused by events beyond reasonable control (e.g., extreme weather, strike, epidemic, supplier insolvency, war). Each party will mitigate and notify promptly; the programme will be adjusted accordingly.

19. Data Protection & Photography

19.1 We process personal data in accordance with the UK GDPR and Data Protection Act 2018. Our privacy notice is available on request.

19.2 We may photograph progress for records and quality control. We will only use images for marketing with your consent (you may opt out at any time).

20. Discounts & Retentions

20.1 Prices are set on the basis that no retentions are held unless agreed in writing.

20.2 Any discounts must be agreed and confirmed in writing.

21. Complaints & Dispute Resolution

21.1 We aim to resolve any issues quickly—please raise concerns with the Managing Director in writing.

21.2 If we cannot resolve a dispute informally within 14 days, either party may refer it to mediation.

21.3 Adjudication (optional for residential): Either party may refer a dispute to adjudication under the CIC Model Adjudication Procedure. (Note: statutory adjudication under the Housing Grants, Construction and Regeneration Act 1996 does not automatically apply to residential occupiers; this clause grants both parties that right by agreement.)

21.4 The contract is governed by the laws of England and Wales and subject to the exclusive jurisdiction of its courts.

22. General

22.1 No failure to enforce a right is a waiver. If any term is held invalid, the remainder stays in force.

22.2 These Terms, together with the accepted quotation and any written variations, form the entire agreement.