



## **Terms & Conditions**

### **1) Engagement**

- a) Agreed scope of works; when the scope of works is agreed, the client will be made aware of any other and or different request will be documents as 'Variations' (see point 3a)
- b) Commencement date: once agreed and signed by the client and OPD, the date will not change. If the client is unable to commit to the commencement date (for whatever reason) then the 'late notice' (see point 2b), payment schedule will be initiated.

### **2) Payment schedule**

- a) A 10% holding deposit will be required 6 weeks prior to the start of the project and held in a 'Space' within OPDs accounting system. OPD will share the 'Space' to show the funds available and not used on any other project or for the purpose of OPD in any other way.
- b) The 10% deposit will be used as payment against the first invoice.
- c) If (for whatever reason) the client excludes themselves from the contract 6 weeks prior to the start of the project, then OPD retain the right to re-imburse 75% of the deposit, 5 weeks before 50% and 4 weeks before OPD retain the right to retain 100% of the deposit,
- d) Phased completion: Once each phase of the project has been completed, an invoice for works will be sent to the client and payment is then due within 5 days of receipt of the invoice.
- e) Lat payment of invoice will incur a 5% daily interest levy plus the standard BoE base rate.

### **3) Variations**

- a) If for whatever reason the client chooses to modify, change, adapt, re-position or make a change of any kind to the agreed scope of works, design and or construction, then a variation will be applied in agreement with the client and an associated cost provided for approval by the client, before works re-commence.

### **4) Waste**

- a) All building and construction waste only, to be placed in the skip supplied by OPD and their contractors. All other contractors and clients waste is not to be placed into the skip provided by OPD.

### **5) Site Safety**

- a) OPD to follow and deliver the programme within the Health & Safety at work act 1974.

### **6) Hours of work**

- a) Monday to Friday 07:30 to 17:30.
- b) Weekend work permitted on upon request by OPD and approval by the client.

### **7) Dispute Resolution**

- a) Where a disagreement arises, both the client and OPD will first enter a stage of professional and courteous discussion.
- b) Where an agreement through discussion cannot be reached, both parties shall enter a period of third-party mediation.

### **8) Warranty**

- a) OPD will pass on all the manufacturer warranty for materials and products purchased.
- b) OPD will provide a 12-month warranty on the construction element of the works.

### **9) Procurement**

- a) Where OPD procure products on behalf of the client, OPD will pass on trade discounts where applicable however a 5% admin charge will apply.
- b) Where OPD can offer trade discount and the client can pay direct, there will be no OPD admin fee.

### **10) Insurance**

- a) OPD to provide details of suitable insurance cover that is valid and underwritten.

### **11) Termination**

- a) OPD withhold the right to terminate the project with a 7-day period letter. The termination will be only on the basis that the terms and agreement of the contract have been breached and OPD's position is untenable.
- b) The client has the right to terminate the project where detailed examples and evidence can be provided where OPD have breached the terms and conditions of the contract.
- c) On any occasion, the 'Dispute Resolution' clause should be followed before any action regarding Termination is considered.



ADVANCED

CERTIFICATE

OF

ACCREDITATION

This is to certify that

## ORSETT PROPERTY DEVELOPMENT SERVICES LTD

**Membership No.: CHAS-29011162**  
**Contractor - Construction**

has demonstrated compliance with the CHAS standards in line with SSIP Core Criteria and UK H&S Legislation and has been awarded accreditation to the requirements of the CDM Regulations 2015. Additionally has demonstrated full compliance with 9 modules of PAS 91.

**Ian McKinnon**  
**Managing Director**

**MEMBERSHIP VALID UNTIL**

**5 DECEMBER 2023**

**CERTIFICATE VALID UNTIL\***

**22 FEBRUARY 2024**

\*Certificate is only valid when accompanied with an active membership



**0345 521 9111**

**CHAS.co.uk**

The information on this certificate is correct at the time of issue. To confirm the validity of a contractor, please visit <https://portal.chas.co.uk>



## Your Aviva Business Insurance - Policy Insurance Cover Document

This document forms part of Your policy.

You must check all the information in this document and tell Us as soon as possible if any details are incorrect or incomplete or if the insurance does not meet Your requirements. You must also tell Us immediately of any circumstances or changes which We would take into account in our assessment or acceptance of this insurance. Failure to disclose all relevant circumstances may mean Your policy is not valid or We may not be liable to pay Your claim(s).

Our recommendation - This Insurance Cover Document outlines the cover which You have chosen online or which We recommended, based on the information provided by You, if You contacted Us to arrange Your policy.

Policy Number

80031777CHC

Your cover starts on 05/10/2022 and ends on 04/10/2023

## About your business



### Your business details

**Business name** Orsett Property Development Services Ltd  
**Your Premises** 18 Hoffmanns Way  
 Chelmsford  
 CM1 1GU

**Your Business** Builders - Domestic & Commercial  
**Year business established** 2021  
**Email address** david@orsettpropertydevelopment.co.uk  
**Contact number** 07455714709

## Your cover details

### Employers' Liability cover selected

Cover Limit £10,000,000

Excess £0

Please remember that You are required by law to have Employers' Liability Insurance for people who You employ under a contract of service or apprenticeship. If You are in any doubt as to whether You need to take out this cover please contact Us Monday to Friday 9:00am - 5:00pm (Bank holidays 10:00am - 4:00pm) on 0800 302 9507.

Extra Cover:

Court Attendance

If We agree to pay a claim under this section, We will also provide the following extra cover. Any amounts payable under these extra covers apply in addition to the sums insured above. Up to £500 per day for Court Attendance by any director, partner or Employee.

### Public and Products Liability cover selected

Cover Limit £5,000,000

Excesses – Third Party Property Damage £250

Data Protection (total per Period of Insurance) £1,000,000

Refer to the Legal Liabilities endorsements section for details of any other Excesses that may apply.

Extra Cover:

Court Attendance

If We agree to pay a claim under this section, We will also provide the following extra cover. Any amounts payable under these extra covers apply in addition to the sums insured above. Up to £500 per day for Court Attendance by any director, partner or Employee.

The OPD team are fully trained and insured to cover all aspects of the of the trades required to meet the requirements of the project.

Each team member has passed a DBS check prior to working for OPD and are UK national and residents.

All team members are fully certified in their area of specialism and certification can be provided upon request.

ROLE	OPD Team		
<b>Client Manager:</b>	Dave Biggs	Lee King	
<b>Chief Engineer:</b>	Ryan Persechino		
<b>Civil Engineer and Brickwork:</b>	Kevin Polley	Jon Terry	Aaron Payne
<b>Carpenters:</b>	Ian Higgs	Jamie Mullis	Adam Lee
<b>Electricians:</b>	Peter Durrant	Paul Green	Matthew Lucas
<b>Plumbing, Tiling &amp; Gas:</b>	Gary Conway	Ted Higgs	Chris Driver
<b>Painting &amp; Decorating:</b>	Tony Cole	Jack Hornsby	
<b>Plasterer:</b>	Rob Gerrard		
<b>Steel Fabricator/installer:</b>	Rob Hough		
<b>Labourer:</b>	Jamie Roberts	Louie Sharkey	Jamie Merritt
<b>Roofing:</b>	Cain Adams	Dave Adams	