



1 Thorngate
Ten Yards Lane
Thornton
Bradford
West Yorkshire
BD13 3SD

Terms and Conditions

Please ensure that you have read and understood all our terms and conditions carefully prior to placing an order with us.

These are provision of service pertaining to any estimate, invoice and/or works carried out by Daniel Teal Groundworks Ltd, trading as DT Groundworks registered in England under number 09343123, whose registered address is 1 Thorngate, Ten Yards Lane, Thornton, Bradford, BD13 3SD.

General Terms

1. Estimates:

- Our estimate is subject to withdrawal, correction, and/or alteration at any time prior to the acceptance of our offer. Any changes to the estimate after acceptance will be communicated and justified to the customer.
- All estimates and invoices detail VAT. If the rate of VAT changes between the date of the estimate/invoice and the date of your payment, we will adjust the VAT rate accordingly.

2. Payments:

- Payment of invoices should be made immediately upon completion of work unless another agreement is in place.
- We reserve the right to require payment of a deposit prior to commencement of work.
- DT Groundworks accepts payment via bank transfer only.

3. Working Hours:

- Standard working hours are 8:00 AM to 5:00 PM, Monday to Friday, excluding Bank Holidays. Any works to be completed outside of these hours require prior agreement between DT Groundworks and the customer.

4. Deposits:

- Non-refundable deposits are required for special-order items like septic tanks or sewage treatment plants.

Assumptions and Requirements

5. Site Conditions:

- Estimates assume good ground conditions. If soft ground, undermining occurs, or bedrock is encountered, the estimate may increase. Initial site assessments will be conducted to minimize unexpected costs. No allowances are made for obstructions found during excavation.

6. Access:

- Unobstructed hard road access for delivery vehicles is required for the full duration of our works. Any obstruction may incur an extra charge.

7. Information:

- Customers must provide necessary information and drawings in a timely manner. Delays or incorrect information may incur additional charges.

8. Weather Conditions:

- Adverse weather conditions such as temperatures below 4 degrees Celsius, excessive rain, and/or high winds may cause delays. DT Groundworks reserves the right to extend the contract duration in such circumstances without incurrance of any financial penalty. Specific conditions and maximum delay periods will be communicated.

Liability

9. Damage Responsibility:

- DT Groundworks is not responsible for damage within the first 300mm of ground level or adverse effects due to movement around the site. However, we will exercise a high level of skill and care to minimize such risks.

10. Cancellation:

- DT Groundworks reserves the right to cancel works due to unavailability of required personnel or materials, or due to events outside our control. Any cancellation will be notified by email.

Communication

11. Contact:

- Customers can contact DT Groundworks via telephone at 01274 023898, email at info@dtgroundworks.co.uk, or postal address at Daniel Teal Groundworks Ltd, 1 Thorngate, Ten Yards Lane, Thornton, Bradford, BD13 3SD.

Closing Conditions

12. Payment Terms:

- Payment of invoices should be made immediately upon completion of work unless otherwise agreed in writing.

13. Feedback:

- DT Groundworks welcomes customer feedback and complaints. A structured process for handling complaints, including timelines for responses and resolutions, will be in place.

Additional Considerations

14. Customer Responsibilities:

- Customer responsibilities and potential consequences for non-compliance will be clearly outlined to manage expectations and reduce disputes.

Delays

15. Job Delays:

- Any delays in the job caused by factors within the customer's control, such as failure to provide necessary information, access, or facilities, may incur additional charges. These charges will be communicated and justified to the customer.

Treatment Tank Installation

16. Treatment Tank Installation:

- If a treatment system is being installed in place of an existing system/tank, The footprint of the new system may be larger than the existing. The customer is responsible for ensuring that the additional footprint required is permissible for installation.

Confidentiality

17. Confidentiality:

- Both parties agree to keep all information exchanged during the course of the contract confidential. This includes, but is not limited to, financial details, business practices, and any proprietary information. This clause remains in effect even after the contract ends.

Force Majeure

18. Force Majeure:

- Neither party shall be liable for any failure to perform its obligations under this contract if such failure is caused by circumstances beyond its reasonable control, including but not limited to natural disasters, acts of terrorism, war, or government actions. In such cases, the affected party must notify the other party as soon as possible.

Termination

19. Termination:

- Either party may terminate the contract if the other party breaches any material term of the contract and fails to remedy the breach within a specified period after receiving written notice. Additionally, either party may terminate the contract if the other party becomes insolvent or enters into bankruptcy.

Indemnification

20. Indemnification:

- The customer agrees to indemnify and hold DT Groundworks harmless from any claims, damages, losses, and expenses arising out of or resulting from the performance of the work, provided that such claims, damages, losses, or expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, except to the extent caused by the negligence or willful misconduct of DT Groundworks.

Insurance

21. Insurance:

- DT Groundworks shall maintain adequate insurance coverage, including public liability insurance, employer's liability insurance, and professional indemnity insurance. Proof of insurance will be provided upon request.

Health and Safety

22. Health and Safety:

- DT Groundworks will comply with all relevant health and safety regulations and provide a safe working environment. The customer must also ensure that the site complies with health and safety standards and provide any necessary safety information to DT Groundworks.

Dispute Resolution

23. Dispute Resolution:

- Any disputes arising out of or in connection with this contract shall be resolved through negotiation between the parties. If the dispute cannot be resolved through negotiation, it shall be referred to mediation before any legal action is taken.

Governing Law

24. Governing Law:

- This contract shall be governed by and construed in accordance with the laws of England and Wales. Any legal proceedings arising out of or in connection with this contract shall be brought in the courts of England and Wales.

Entire Agreement

25. Entire Agreement:

- This contract constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and representations, whether oral or written, relating to the subject matter of this contract.

Severability

26. Severability:

- If any provision of this contract is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Amendments

27. Amendments:

- Any amendments to this contract must be made in writing and signed by both parties.

28. Percolation Tests

- Percolation tests are chargeable regardless of the results. If a test fails on the initial attempt, we reserve the right to discontinue the assessment and to discontinue testing/ withdraw from the site.