

Standard Terms and Conditions for Construction Works

1. Contract Formation.

- 1.1 The Contract between SEM Group Ltd ("the Contractor") and the Client is formed when the Client accepts the Contractor's written quotation or contract, accepts these Terms and Conditions, and satisfies any payment or other commencement requirements expressly stated in the Contract
- 1.2 Verbal agreements, discussions or representations may form part of the Contract where clearly agreed by the Parties and shall not be invalid solely because they were not confirmed in writing.
- 1.3 The Contractor reserves the right to withdraw or amend any quotation at any time prior to written acceptance by the Client.
- 1.4 Quotations shall remain valid for the period stated within the quotation. After expiry, the Contractor may issue a revised quotation to reflect changes in labour, material, supplier or other applicable costs.

2. Scope of Works

- 2.1 The Works shall comprise the items expressly described within the Contract Documents together with any Variations subsequently agreed in accordance with Section 8.
- 2.2 Any work, materials or services not expressly included within the Contract Documents shall be excluded and, if subsequently required, shall be treated as a Variation.
- 2.3 The Contractor shall carry out the Works with reasonable skill and care and in accordance with applicable legislation and generally accepted industry standards.
- 2.4 Where drawings, specifications, measurements or designs are supplied by the Client or by third parties appointed by the Client, the Contractor shall be entitled to rely upon the information provided. Any additional work, cost or delay arising from errors, omissions or inaccuracies in such information shall be treated as a Variation, except to the extent caused by the Contractor's own error or negligence.
- 2.5 The Contractor may make reasonable changes to construction methods or installation techniques where necessary to comply with Building Regulations, manufacturers' requirements, health and safety obligations or unforeseen site conditions, provided that such changes do not materially alter the agreed specification without the Client's approval.
- 2.6 The Contractor may engage suitably qualified subcontractors or specialist trades to carry out any part of the Works while remaining responsible for the overall performance of the Contract.

3. Deposits and Stage Payments

- 3.1 Where a deposit is specified within the Contract Documents, the Client shall pay the deposit in accordance with the stated payment terms. Where no deposit is specified, no deposit shall be required.

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3.2 Where the Contract is cancelled after the Contractor has reasonably incurred costs or committed resources to the Works, any deposit paid may be applied towards amounts properly due under the Contract, subject to the Client's statutory rights and applicable law.

3.3 The Contract Sum shall be paid in accordance with the Payment Schedule stated within the Contract Documents.

3.4 The Contractor shall issue an invoice or payment request for each payment due. Unless otherwise stated within the Contract Documents, payment shall be made within seven (7) calendar days of the invoice date.

4. Payment Due Dates and Late Payment

4.1 All payments shall be made strictly in accordance with the Payment Schedule set out in the Contract Documents or any subsequently agreed Variation under Section 8.

4.2 Unless otherwise expressly stated within the Contract Documents, all invoices shall be due for payment within **seven (7) calendar days** of the invoice date.

4.3 The Client shall not withhold, delay, reduce, deduct or set off any amount properly due solely because of a complaint, snagging item or dispute relating to another part of the Works, except where permitted by applicable law.

4.4 Where the Client genuinely disputes part of an invoice, the Client shall notify SEM Group Ltd promptly in writing, identifying the **specific amount disputed and the reasons for the dispute**. The Client shall pay the **undisputed balance by the original due date**.

4.5 Minor defects or snagging items that do not materially prevent the Works from being safely used for their intended purpose shall not, by themselves, entitle the Client to withhold the whole of a stage payment or final payment.

4.6 If payment is not received by the due date, SEM Group Ltd may exercise its rights under **Section 6 – Suspension of Work for Non-Payment**, including suspension of the Works following any notice required by law.

4.7 Where payment remains overdue, SEM Group Ltd may charge interest and recover reasonable debt-recovery costs to the extent permitted by the Contract and applicable law.

4.8 Acceptance of a late or part payment shall not constitute a waiver of SEM Group Ltd's right to recover the outstanding balance or exercise any other rights available under the Contract.

5. Ownership of Materials Until Paid in Full

5.1 Ownership of materials, goods and products supplied by SEM Group Ltd shall remain with the Contractor until the amounts properly due in respect of those items have been paid in full.

5.2 The Client shall take reasonable care of materials delivered to and stored at the Site. SEM Group Ltd shall not be responsible for loss, theft or damage occurring while such materials are stored at the Site, except to the extent caused by the Contractor's negligence.

5.3 Until ownership passes to the Client, the Client shall not sell, transfer, remove or otherwise dispose of unpaid materials supplied by SEM Group Ltd without the Contractor's written consent.

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5.4 Where payment for materials becomes overdue, SEM Group Ltd may, where legally permitted and after giving any notice required by law, recover materials that remain its property, provided that they have not been permanently incorporated into the Property.

5.5 Where materials have been permanently incorporated into the Property and cannot reasonably be removed without causing damage, SEM Group Ltd shall retain its right to recover all outstanding amounts properly due under the Contract but shall not be entitled under this clause to remove those materials.

5.6 Nothing in this Section shall relieve the Client of their obligation to pay all amounts properly due under the Contract.

6. Suspension of Work for Non-Payment

6.1 If the Client fails to pay any amount properly due under the Contract by the applicable due date, SEM Group Ltd may, after giving any notice required by the Contract or applicable law, suspend all or part of the Works until the overdue amount has been paid.

6.2 SEM Group Ltd shall not be responsible for delays to the programme resulting from a suspension properly exercised under this Section.

6.3 The Completion Date shall be extended by the duration of the suspension together with any reasonable period required to remobilise labour, subcontractors, plant and materials and to recommence the Works.

6.4 The Client shall be responsible for reasonable additional costs directly incurred by SEM Group Ltd as a result of the suspension, including demobilisation, remobilisation, labour, plant hire, storage, delivery, administration and subcontractor costs, to the extent recoverable under the Contract and applicable law.

6.5 During a suspension, SEM Group Ltd may postpone procurement and deliveries and cancel or reschedule labour, plant and subcontractor bookings relating to the Works.

6.6 SEM Group Ltd shall not be required to recommence the Works until all overdue amounts properly due, together with any applicable interest and recoverable costs, have been paid in cleared funds.

6.7 Where suspension or prolonged non-payment results in the Contractor's originally allocated labour, subcontractors or resources becoming unavailable, SEM Group Ltd may reallocate those resources to other projects. The Works shall then recommence as soon as reasonably practicable following payment and availability of the required resources.

6.8 Repeated or continued failure by the Client to make payments properly due may entitle SEM Group Ltd to terminate the Contract in accordance with the Cancellation and Termination provisions.

7. DEBT RECOVERY AND LEGAL COSTS

7.1 Where any amount properly due under the Contract remains unpaid after the applicable due date, SEM Group Ltd may take reasonable steps to recover the outstanding amount.

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7.2 Before commencing formal recovery proceedings, SEM Group Ltd may issue payment reminders, a formal demand or a Letter Before Claim and may allow the Client a reasonable opportunity to settle the outstanding amount, where required by applicable law or procedure.

7.3 Where SEM Group Ltd reasonably incurs costs in recovering an overdue amount, including debt-recovery, tracing, court, enforcement or legal costs, SEM Group Ltd may seek recovery of those costs from the Client to the extent permitted by the Contract, applicable law and any order of the court.

8. Variations and Additional Works

8.1 A Variation means any addition, omission, alteration, substitution or change to the agreed Scope of Works, specification, materials, design or method of construction, whether requested by the Client or reasonably required because of unforeseen site conditions or statutory requirements.

8.2 Variations should be agreed in writing before the additional or changed work proceeds, wherever reasonably practicable. A Variation is not invalid solely because it was agreed verbally. This shall not prevent reasonable immediate action needed to protect persons or property, make the Site safe, prevent damage or comply with a legal requirement.

8.3 Where reasonably practicable, SEM Group Ltd shall provide the Client with the proposed cost of the Variation and any anticipated effect on the programme or Completion Date before carrying out the varied work.

8.4 Any agreed Variation shall form part of the Contract and shall be subject to these Terms and Conditions.

8.5 The cost of a Variation may include additional labour, materials, plant, subcontractors, specialist services, waste disposal, delivery, design, administration, supervision and other reasonable costs directly associated with the varied work.

8.6 SEM Group Ltd may require payment for an agreed Variation before the additional work commences or include the amount within the next applicable stage payment or invoice.

8.7 Where the Client requests or accepts a Variation verbally, that agreement may be relied upon where the scope and price are clear. SEM Group Ltd should confirm it in writing as soon as reasonably practicable. If no price was agreed in advance, a reasonable price may be charged, subject to applicable law.

8.8 Where unforeseen or concealed conditions are discovered after commencement, SEM Group Ltd shall notify the Client as soon as reasonably practicable. Any additional work required that falls outside the original Scope of Works shall be treated as a Variation.

8.9 SEM Group Ltd shall be entitled to a reasonable extension of the Completion Date for any delay resulting from a Variation or additional work.

8.10 SEM Group Ltd may decline any requested Variation that would compromise structural integrity, health and safety, statutory compliance, manufacturer's requirements or the reasonable quality of the completed Works.

9. Customer Delays and Extensions of Time

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9.1 The Client shall provide SEM Group Ltd with reasonable and uninterrupted access to the Site during agreed working periods and shall ensure that the Site is reasonably ready for the Works to proceed in accordance with the agreed programme.

9.2 Where the progress of the Works is delayed or disrupted by any act, omission or default of the Client, the Client's representatives, suppliers or contractors, SEM Group Ltd shall be entitled to a reasonable extension of the Completion Date and recovery of reasonable additional costs directly resulting from the delay or disruption.

9.3 Events that may give rise to an extension of time and, where applicable, additional costs include failure to provide reasonable access; late instructions, selections, approvals or decisions; Client-requested Variations; delays in Client-responsible permissions or statutory approvals; late, incomplete, damaged or incorrect Client-supplied items; delays caused by the Client's other contractors or suppliers; failure to make areas reasonably available for the Works; unforeseen or concealed site conditions; and other circumstances beyond SEM Group Ltd's reasonable control.

9.4 Where a delay for which the Client is responsible causes SEM Group Ltd to incur additional costs, those reasonable costs may be charged to the Client. Such costs may include additional labour, subcontractor charges, plant hire, storage, additional deliveries, travel, supervision, administration, demobilisation and remobilisation.

9.5 SEM Group Ltd shall notify the Client as soon as reasonably practicable after becoming aware of a significant delay and, where reasonably possible, advise the Client of its anticipated effect on the programme and any additional costs.

9.6 SEM Group Ltd shall use reasonable endeavours to minimise the effect of delays but shall not be responsible for delay caused by the Client or circumstances beyond the Contractor's reasonable control.

9.7 Where a Client-caused delay prevents the Works from continuing efficiently, SEM Group Ltd may temporarily remove or reallocate labour, subcontractors, plant and equipment to other projects. **The Contractor shall not be required to keep resources on standby indefinitely.** The Contractor shall recommence the affected Works as soon as reasonably practicable once the cause of the delay has been resolved and the necessary resources are reasonably available.

9.8 A delay caused by the Client shall not, of itself, entitle the Client to a reduction in the Contract Price or compensation from SEM Group Ltd.

10. Practical Completion and Snagging

10.1 Practical Completion shall occur when the Works are substantially complete and capable of being safely used for their intended purpose, notwithstanding minor defects or snagging items that do not materially affect the use or functionality of the Works.

10.2 Upon reaching Practical Completion, SEM Group Ltd shall notify the Client and, where appropriate, arrange an inspection with the Client to identify any outstanding snagging items.

10.3 A snagging list shall be limited to genuine minor defects, adjustments or incomplete finishing items forming part of the agreed Scope of Works. It shall not include additional works, changes to the agreed specification, Client preferences that differ from the agreed specification, or items outside the Contract.

10.4 Minor snagging items that do not materially affect the safe use or intended function of the Works shall not, by themselves, entitle the Client to withhold, delay or refuse payment of an amount properly due under the Contract. Any genuine payment dispute shall be dealt with in accordance with Section 4.

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10.5 Following Practical Completion, SEM Group Ltd shall provide applicable certificates, warranties, guarantees and completion documentation included within the Contract, subject to the agreed payment terms.

11. Final Payment Before Handover

11.1 Upon Practical Completion, the final balance of the Contract Sum, together with any agreed Variations and other amounts properly due under the Contract, shall become payable in accordance with the agreed Payment Schedule.

11.2 Subject to applicable law and any statutory obligations, SEM Group Ltd may withhold final handover documentation, warranties, guarantees and other non-statutory completion documentation until all amounts properly due have been paid in full.

12. Client-Supplied Materials

12.1 Where the Client supplies any materials, fixtures, fittings, appliances or equipment for incorporation into the Works, the Client shall be responsible for ensuring that such items are suitable for their intended purpose, of the correct specification and quantity, and available at the Site when reasonably required.

12.2 SEM Group Ltd shall not be responsible for the manufacture, quality, specification, performance or manufacturer's warranty of Client-supplied items, except to the extent that any defect or damage is caused by the Contractor's installation or negligence.

12.3 SEM Group Ltd shall not be responsible for delays or additional costs arising from late delivery, incorrect specifications, defective or damaged products, missing components or incompatible Client-supplied items.

12.4 Any additional labour, waiting time, storage, collection, return, modification, removal, refitting or other additional work reasonably required as a result of Client-supplied items shall be treated as a Variation and charged accordingly.

12.5 The Client shall ensure that Client-supplied items are available at the Site sufficiently in advance of when they are required for installation. Any delay resulting from unavailable, incomplete or incorrect items may entitle SEM Group Ltd to a reasonable extension of time and recovery of reasonable additional costs.

12.6 SEM Group Ltd provides no warranty for the manufacture or performance of Client-supplied items. Any manufacturer's or supplier's warranty relating to those items shall remain between the Client and the relevant manufacturer or supplier. This does not affect SEM Group Ltd's responsibility for its own installation workmanship.

12.7 SEM Group Ltd may refuse to install any Client-supplied item that the Contractor reasonably considers unsafe, defective, unsuitable, incompatible, non-compliant with applicable requirements, or likely to compromise the quality or durability of the Works.

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12.8 Unless otherwise agreed in writing, the Client shall be responsible for arranging and paying for replacement of defective, damaged, missing or incorrect Client-supplied items. Any additional costs reasonably incurred by SEM Group Ltd as a result may be treated as a Variation.

13. Price Adjustments, Unforeseen Conditions and Exceptional Events

13.1 The Contract Sum is based on the drawings, specifications, information, Site conditions and material, supplier, subcontractor and specialist trade costs reasonably known to SEM Group Ltd at the date of the quotation or Contract.

13.2 If significant cost increases arise after acceptance and before the relevant items or trade packages are ordered, due to circumstances beyond SEM Group Ltd's reasonable control, the Contractor may propose a fair and reasonable adjustment to the Contract Sum and shall notify the Client as soon as reasonably practicable.

13.3 The Contract Sum excludes additional work arising from unforeseen or concealed Site conditions that could not reasonably have been identified when the quotation was prepared, including concealed structural defects, hazardous materials, hidden services, defective existing construction, damp, rot, inadequate foundations or other comparable concealed conditions.

13.4 Additional work, labour, materials, specialist services, temporary works, design or engineering required because of such conditions shall be treated as a Variation under Section 8, with a reasonable extension of time where applicable.

13.5 Exceptional events beyond SEM Group Ltd's reasonable control, including serious supply-chain disruption, material shortages, changes in law or taxation, war, civil unrest, pandemic, severe weather, natural disaster, industrial action, transport disruption or prolonged utility failure, may entitle the Contractor to a reasonable extension of time and, where applicable, a fair and reasonable adjustment to the Contract Sum.

13.6 Any price adjustment shall be limited to reasonable additional costs directly arising from the relevant event or increase. No adjustment shall be made for an increase arising solely because SEM Group Ltd unreasonably delayed procurement.

14. Cancellation and Termination

14.1 The Client may cancel the Contract by giving written notice to SEM Group Ltd, subject to any applicable statutory cancellation rights and the provisions of this Section.

14.2 Where the Client cancels the Contract after SEM Group Ltd has commenced the Works or reasonably incurred costs or commitments in connection with the project, the Client shall, subject to applicable law, be responsible for:

- Works properly completed up to the effective date of cancellation;
- materials, goods or equipment reasonably ordered or supplied for the Works;
- subcontractor, supplier and specialist costs reasonably incurred or committed;
- design, surveying, engineering and other project-specific professional costs reasonably incurred;
- reasonable delivery, collection, storage, cancellation and restocking charges; and
- other reasonable costs directly resulting from the cancellation.

14.3 Any deposit or advance payment already received shall be credited against amounts properly due following cancellation. Where the amount properly due exceeds the amount already paid, the remaining balance shall be payable in accordance with SEM Group Ltd's final invoice.

14.4 The Client shall remain responsible for the reasonable cost of bespoke, made-to-order or non-returnable materials or products ordered specifically for the Works, subject to the Client's applicable statutory rights.

14.5 SEM Group Ltd may terminate the Contract by written notice where the Client:

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- fails to pay an amount properly due and fails to remedy the non-payment following any notice required under the Contract or applicable law;
- commits a material breach of the Contract and fails to remedy that breach within a reasonable period following written notice;
- repeatedly obstructs, prevents or unreasonably delays the Works;
- refuses reasonable access to the Site;
- becomes insolvent or subject to an applicable insolvency process; or
- engages in abusive, threatening, violent or unsafe behaviour towards SEM Group Ltd, its employees, subcontractors or representatives.

14.6 Following termination by SEM Group Ltd under Clause 14.5, the Client shall remain responsible for amounts properly due for Works completed, materials supplied or reasonably ordered, agreed Variations, reasonable demobilisation costs and any other amounts properly recoverable under the Contract.

14.7 The Client may terminate the Contract where SEM Group Ltd commits a material breach of the Contract and fails to remedy that breach within a reasonable period after receiving written notice identifying the breach and requesting that it be remedied.

14.8 A delay resulting from an agreed Variation, unforeseen Site condition, Client-caused delay or event beyond SEM Group Ltd's reasonable control shall not, by itself, constitute a material breach by the Contractor.

14.9 Termination shall not affect any rights, payment obligations or remedies that arose before termination. SEM Group Ltd may remove its tools, plant, equipment, temporary works and any unfixed materials that remain its property, subject to applicable law.

14.10 Any provisions which by their nature are intended to continue following termination, including provisions relating to payment, ownership of materials, warranties, liability and dispute resolution, shall remain effective after termination.

15. Warranties and Defects

15.1 SEM Group Ltd shall carry out the Works with reasonable skill and care and in accordance with the agreed Contract Documents and applicable statutory requirements.

15.2 SEM Group Ltd shall rectify defects arising directly from its workmanship that are notified to the Contractor within twelve (12) months of Practical Completion, subject to the exclusions contained within this Section.

15.3 Materials, appliances, fixtures, fittings and equipment supplied by third-party manufacturers shall be subject to the applicable manufacturer's or supplier's warranty. SEM Group Ltd does not provide any additional product warranty beyond that provided by the relevant manufacturer or supplier.

15.4 The Client shall notify SEM Group Ltd in writing of any alleged defect as soon as reasonably practicable after becoming aware of it and shall provide reasonable details of the issue.

15.5 SEM Group Ltd shall be given reasonable access and a reasonable opportunity to inspect and, where the Contractor is responsible, rectify an alleged defect before the Client instructs another contractor to undertake remedial work.

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15.6 Where the Client instructs another contractor to carry out remedial work without first giving SEM Group Ltd a reasonable opportunity to inspect and rectify the alleged defect, SEM Group Ltd shall not be responsible for the third party's costs, except where urgent action was reasonably necessary or applicable law provides otherwise.

15.7 SEM Group Ltd shall not be responsible under the workmanship defect provisions for defects or damage arising from:

- normal wear and tear;
- misuse, neglect or accidental damage;
- failure to properly maintain the Works;
- failure to follow manufacturer's instructions;
- alterations, repairs or interference by the Client or third parties;
- defects inherent in Client-supplied materials, appliances or equipment;
- movement, deterioration or failure of existing structures or installations not forming part of SEM Group Ltd's Works; or
- circumstances beyond the Contractor's reasonable control.

15.8 Nothing in this Section shall exclude or restrict any statutory rights or remedies available to the Client that cannot lawfully be excluded or restricted.

16. Limitation of Liability

16.1 SEM Group Ltd shall be responsible for direct loss or damage caused by its breach of the Contract, negligence or failure to exercise reasonable skill and care, subject to the provisions of this Section and applicable law.

16.2 SEM Group Ltd shall not be responsible for loss or damage arising from matters outside its reasonable control, including defects or failures in existing structures, services or installations that do not form part of the Works, except to the extent that such loss or damage is caused by SEM Group Ltd.

16.3 SEM Group Ltd shall not be responsible for defects, loss or damage arising from materials, products, appliances, fixtures or equipment supplied by the Client, except to the extent caused by the Contractor's installation or negligence.

16.4 SEM Group Ltd shall not be responsible for loss or damage caused by work, alterations, interference or negligence of the Client, other contractors, suppliers or third parties not engaged by SEM Group Ltd.

16.5 Subject to applicable law, SEM Group Ltd shall not be liable for indirect or consequential losses that were not reasonably foreseeable when the Contract was entered into.

16.6 Where SEM Group Ltd is responsible for defective work, the Contractor shall be given a reasonable opportunity to inspect and rectify the defect in accordance with Section 15 before the Client incurs third-party remedial costs, except where urgent action is reasonably necessary.

16.7 Nothing in these Terms and Conditions shall exclude or restrict SEM Group Ltd's liability where such liability cannot lawfully be excluded or restricted, including liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation.

17. INSURANCE

17.1 SEM Group Ltd shall maintain appropriate Public Liability Insurance for the duration of the Works. The Contractor currently holds Public Liability Insurance with cover of up to £10,000,000, and evidence of current cover is available upon reasonable request.

17.2 Where required by law, SEM Group Ltd shall maintain Employers' Liability Insurance in respect of its employees.

17.3 Where expressly agreed or required for the Works, SEM Group Ltd shall arrange or maintain any additional project-specific insurance cover as set out in the Contract Documents.

17.4 Evidence of the Contractor's relevant insurance cover shall be made available to the Client upon reasonable request.

17.5 The Client shall remain responsible for maintaining appropriate insurance for the existing Property, its contents and any Client-owned items throughout the Works.

17.6 The Client shall notify their buildings and/or contents insurer of the proposed construction works where required under the terms of their insurance policy and shall be responsible for ensuring that the Works do not invalidate their existing insurance cover.

17.7 SEM Group Ltd shall not be responsible for loss or damage that is properly the responsibility of the Client's existing property or contents insurance, except to the extent that such loss or damage results from the negligence or breach of Contract of SEM Group Ltd.

18. HEALTH AND SAFETY

18.1 SEM Group Ltd shall carry out the Works in accordance with applicable health and safety legislation and shall take reasonable precautions to protect the Client, occupants, visitors, employees, subcontractors and other persons who may be affected by the Works.

18.2 SEM Group Ltd shall maintain reasonable site safety arrangements appropriate to the nature of the Works, including the safe use and storage of tools, equipment and materials and the control of work areas where reasonably practicable.

18.3 The Client shall comply with reasonable health and safety instructions given by SEM Group Ltd and shall not interfere with, remove or alter any barriers, temporary protection, warning signs, scaffolding, supports or other safety measures provided in connection with the Works.

18.4 The Client shall take reasonable steps to ensure that children, pets, visitors and other occupants are kept away from active or restricted work areas and from tools, materials, plant and equipment.

18.5 The Client shall inform SEM Group Ltd, before commencement and as soon as reasonably practicable thereafter, of any known hazards at the Property that may affect the Works, including known asbestos or hazardous materials, unsafe structures, concealed services or other relevant risks.

18.6 If SEM Group Ltd discovers a condition that it reasonably considers unsafe or potentially hazardous, the Contractor may stop or suspend the affected part of the Works until the risk has been assessed and appropriate measures have been taken.

18.7 Where additional work, specialist attendance, testing, removal, protection or other measures are reasonably required because of an unforeseen hazardous condition, such work may be treated as a Variation in accordance with Section 8, together with any reasonable extension of time.

19. BUILDING REGULATIONS, PLANNING AND STATUTORY APPROVALS

19.1 The Client shall be responsible for obtaining any planning permission, Building Regulations approval, Party Wall agreement, freeholder consent or other statutory or third-party approval required for the Works, unless the Contract Documents expressly state that SEM Group Ltd is responsible for arranging a particular approval.

19.2 Where SEM Group Ltd has agreed to assist with or arrange an application, inspection or approval on the Client's behalf, any associated authority, professional or third-party fees shall be payable by the Client unless expressly included within the Contract Sum.

19.3 SEM Group Ltd shall carry out the Works in accordance with applicable Building Regulations and approved drawings, structural calculations and specifications relevant to the Contractor's Scope of Works.

19.4 The Client shall provide SEM Group Ltd with copies of all relevant approved drawings, structural calculations, permissions and other documents reasonably required before the relevant Works commence.

19.5 SEM Group Ltd shall not be responsible for errors, omissions, delays or additional requirements arising from drawings, calculations, designs or instructions prepared or issued by architects, structural engineers, Building Control, local authorities or other third parties not appointed by SEM Group Ltd, except to the extent that SEM Group Ltd is responsible for the relevant error or omission.

19.6 Where Building Control, a structural engineer, local authority or other relevant authority requires additional or altered work that was not reasonably included within the original Scope of Works, such work shall be treated as a Variation under Section 8, together with any reasonable effect on the Contract Sum and programme.

19.7 SEM Group Ltd shall provide reasonable access to the Works for inspections by Building Control or other authorised inspectors where such inspections relate to the Contractor's Works.

19.8 SEM Group Ltd shall not be responsible for delays caused by the timing, availability or decisions of Building Control, planning authorities, utility providers or other third parties outside the Contractor's reasonable control.

20. DISPUTE RESOLUTION

20.1 If a dispute or disagreement arises in connection with the Contract or the Works, the Client and SEM Group Ltd shall first use reasonable efforts to resolve the matter through direct discussion and written communication.

20.2 The party raising the dispute shall provide reasonable details of the issue and, where relevant, supporting information to allow the other party a reasonable opportunity to investigate and respond.

20.3 Where the dispute concerns alleged defective workmanship, the Client shall provide SEM Group Ltd with reasonable access and an opportunity to inspect and, where the Contractor is responsible, rectify the matter in accordance with Section 15.

20.4 If the dispute cannot reasonably be resolved directly, the parties may agree to refer the matter to an independent mediator or other appropriate alternative dispute resolution procedure before commencing court proceedings.

20.5 Nothing in this Section shall prevent either party from commencing court proceedings where necessary, including proceedings to recover an outstanding amount properly due under the Contract.

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20.6 Nothing in this Section shall prevent either party from seeking urgent legal relief where reasonably necessary or exercising any statutory right or remedy that cannot lawfully be restricted.

21. FORCE MAJEURE

21.1 SEM Group Ltd shall not be responsible for delay or failure to perform its obligations where this results from circumstances beyond the Contractor's reasonable control, including severe weather, flood, fire, natural disaster, pandemic, war, civil unrest, industrial action, significant transport or supply-chain disruption, utility failure, government restrictions or material shortages.

21.2 SEM Group Ltd shall notify the Client as soon as reasonably practicable of any significant delay. The Contractor shall be entitled to a reasonable extension of the Completion Date and shall use reasonable efforts to minimise the effect of the event and resume the affected Works as soon as reasonably practicable.

21.3 Where such an event results in significant additional costs, shortages or price increases affecting the Works, any adjustment to the Contract Sum shall be dealt with in accordance with Section 13.

21.4 If such an event prevents a substantial part of the Works from continuing for a prolonged period, either party may request that the programme, Scope of Works or other affected arrangements be reviewed and agreed in writing.

22. NOTICES AND COMMUNICATION

22.1 Any notice, instruction, approval, Variation or other communication required to be in writing under the Contract may be given by email, letter, or other written electronic communication customarily used between the parties, including text message or WhatsApp where appropriate.

22.2 The Client shall ensure that SEM Group Ltd is provided with up-to-date contact details, including the Client's email address, telephone number and correspondence address, and shall notify the Contractor of any changes.

22.3 Communications sent to the most recent contact details provided by either party shall be treated as having been sent to the correct address or contact number unless the sender has been notified of a change.

22.4 Instructions or approvals given by the Client through email, text message or WhatsApp may be relied upon by SEM Group Ltd as written instructions where it is reasonably clear that the communication was sent or authorised by the Client.

22.5 Where a communication concerns a Variation affecting the Contract Sum or programme, the requirements of Section 8 – Variations and Additional Works shall apply.

22.6 Formal notices concerning cancellation, termination, material breach or legal proceedings should be given by email or letter to the latest contact details notified by the receiving party.

23. GENERAL PROVISIONS

23.1 The Contract Documents constitute the entire agreement between SEM Group Ltd and the Client in relation to the Works and supersede any previous discussions, correspondence, representations or understandings relating to the same Works, except where expressly incorporated into the Contract.

23.2 If any provision of the Contract is found by a court or other competent authority to be invalid or unenforceable, that provision shall, so far as reasonably possible, be treated separately and the remaining provisions shall continue in effect.

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23.3 A failure or delay by either party to exercise any right or remedy under the Contract shall not constitute a waiver of that right or remedy.

23.4 No person who is not a party to the Contract shall have any right to enforce its terms, except where applicable law provides otherwise.

23.5 Any amendment should, wherever reasonably practicable, be agreed or confirmed in writing between SEM Group Ltd and the Client. An amendment or Variation is not invalid solely because it was agreed verbally.

23.6 If there is any inconsistency between these standard Terms and Conditions and a specific written provision contained within the project Contract, quotation, Scope of Works or agreed Variation, the specific project provision shall take precedence to the extent of that inconsistency.

23.7 Headings are included for convenience only and shall not affect the interpretation of the Contract.

23.8 References to “in writing” or “written” shall include electronic communications permitted under Section 22.

23.9 The Contract shall be governed by the laws of England and Wales, and the courts of England and Wales shall have jurisdiction, subject to any rights available to the Client under applicable consumer law.

24. CONSUMER CANCELLATION RIGHTS

24.1 Where the Client is a consumer and the Contract is entered into at the Client's home or other premises away from SEM Group Ltd's business premises, or is concluded at a distance, the Client may have a statutory right to cancel the Contract within fourteen (14) days without giving any reason, subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and any applicable exceptions.

24.2 The cancellation period will normally expire fourteen (14) days after the day on which the Contract is entered into.

24.3 To exercise the right to cancel, the Client must inform SEM Group Ltd of their decision to cancel by a clear statement. The Client may use the cancellation form supplied with the Contract, but use of that form is not compulsory.

24.4 Where the Client wishes SEM Group Ltd to commence services before the expiry of the 14-day cancellation period, the Client must make an express request for the Works to commence during that period.

24.5 Where SEM Group Ltd commences the Works during the cancellation period following the Client's valid express request and the Client subsequently exercises a statutory right to cancel, the Client shall pay SEM Group Ltd an amount proportionate to the services supplied up to the time SEM Group Ltd is informed of the cancellation, calculated in accordance with applicable law.

24.6 Where the services have been fully performed during the cancellation period following the Client's express request to commence and the Client's acknowledgement that the statutory right to cancel will be lost once the services have been fully performed, the Client may lose the statutory right to cancel.

24.7 Nothing in this Section shall restrict any statutory cancellation right available to the Client.