

# Terms and Conditions

## Titanloading Limited

### 1. Definitions & Interpretation

“Client” means the person, firm, or company engaging Titanloading Ltd. “Works” means the services agreed in writing. Headings do not affect interpretation.

### 2. Scope of Works

Works shall be carried out strictly in accordance with the written agreement. No variation shall be binding unless agreed in writing. Titanloading Ltd reserves the right to charge for additional or varied works.

### 3. Quotations

All quotations are valid for 30 days and may be revised where information supplied by the Client is inaccurate, incomplete, or subsequently changed.

### 4. Invoicing & Payment

Projects under £5,000 shall be invoiced upon completion and payable within 14 days. Projects over £5,000 require a pro-forma invoice on commencement. Titanloading Ltd may suspend or delay Works until cleared funds are received. Late payments attract statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998.

### 5. Cancellations

If the Client cancels the Works at any time, the Client shall be immediately liable for all direct and indirect losses, costs, expenses, and loss of profit incurred up to the date of cancellation.

### 6. Access, Programme & Delays

The Client shall provide safe, uninterrupted access to the site. Titanloading Ltd shall not be liable for delays arising from restricted access, third parties, adverse weather, or circumstances beyond its reasonable control. Such events may entitle Titanloading Ltd to additional time and cost.

### 7. Liability

To the fullest extent permitted by law, Titanloading Ltd shall not be liable for any indirect or consequential loss. Total liability shall be limited to the value of the Works actually carried out. Titanloading Ltd shall have no liability for damage to adjoining property or structures unless caused by proven negligence. Nothing limits liability for death or personal injury caused by negligence or fraud.

### 8. Health & Safety

Titanloading Ltd shall comply with applicable UK health and safety legislation. The Client warrants that the site is safe and compliant. Works may be suspended without liability where unsafe conditions exist.

### 9. Defects & Damages

Titanloading Ltd shall rectify defects in workmanship only where the defect becomes apparent within **twenty-eight (28) days** of completion, is notified in writing within that period, and is proven to arise solely from defective workmanship. Titanloading Ltd shall have no liability for latent defects or defects arising after expiry of this period. This excludes fair wear and tear, misuse, impact, vibration,

weather, third-party actions, Client specifications or designs, ground conditions, hidden services, contamination, hazardous materials, or unauthorised alterations. This clause constitutes the Client's sole and exclusive remedy.

#### **10. Unforeseen Conditions**

Titanloading Ltd shall not be liable for delays, damage, or costs arising from unforeseen ground conditions, buried or hidden services, asbestos, contamination, structural instability, or conditions not reasonably identifiable prior to commencement. Any such matters shall constitute a variation.

#### **11. Risk Note – Demolition & Enabling Works**

The Client acknowledges that demolition and enabling works inherently involve risk, including but not limited to vibration, dust, noise, structural movement, and the discovery of unforeseen conditions. Titanloading Ltd undertakes the Works using reasonable skill and care but does not accept responsibility for risks inherent to demolition activities beyond its control.

#### **12. Governing Law**

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

#### **13. Acceptance**

Acceptance of any quotation, invoice, or commencement of Works constitutes unconditional acceptance of these Terms and Conditions, which shall prevail over any other terms.