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Terms and Conditions

Supply, fabrication and installation of architectural metalwork · Issue 2 · October 2026

These terms apply to every quotation issued by Orbis-Design Ltd ("Orbis") and form part of the contract between Orbis and the Customer named on the quotation, unless Orbis agrees otherwise in writing.

1. Acceptance. The contract is formed when the Customer accepts the quotation in writing or by placing an order. Where the Customer's order includes other terms, these terms take priority unless Orbis agrees otherwise in writing.

2. Price. Prices are in pounds sterling, exclusive of VAT, and valid for 30 days from the quotation date. The price is based on the scope, drawings and assumptions stated in the quotation. Any work not described is excluded.

3. Material price changes. The price is based on the cost of steel, stainless steel, aluminium, glass, castings, powder coating and other materials quoted by Orbis's suppliers on the quotation date. Metal prices change frequently. If, before Orbis has placed its orders for the materials, the cost of any of these materials increases by more than 3%, Orbis may adjust the price by the amount of the increase only, with no added profit. Orbis will notify the Customer in writing, with supporting evidence from its suppliers, before the materials are ordered. The Customer may, within 7 days of that notice, either accept the adjusted price or cancel the affected part of the works, paying only for work already carried out and costs already committed. Once the materials have been ordered, the price for those materials is fixed. Placing the order and paying any deposit promptly allows Orbis to order materials and fix the price.

4. Site survey and alterations. Any alterations to the work area after Orbis's site survey must be notified to Orbis in writing before the work is carried out. Orbis's design and price are based on the drawings listed in the quotation and on Orbis's site survey, together with the information provided at the time of quoting and approved at each design stage. The Customer must notify Orbis in writing, before the work is carried out, of any change since the survey that may affect Orbis's works, including changes to floor finishes, copings, adjoining walls or fixings. Orbis is not liable for any defect, misfit, clash or delay caused by a change that was not notified in writing. Orbis may check site conditions before installation; where these differ from the approved survey drawings, Orbis will notify the Customer and will not proceed with the affected work until the change has been agreed in writing.

5. Variations. Any change to the scope, design, quantities or programme requested by the Customer, or arising from conditions under the site survey clause, will be treated as a variation. Variations will be priced before the work is carried out where practicable, and the programme extended as needed. Redesign, re-fabrication, extra site visits and waiting time will be charged as variations. Any work requested at or after handover that is outside the agreed scope is a chargeable variation and is not snagging.

6. Payment. Payment is due in accordance with the payment terms in the quotation. Where this contract is a construction contract under the Housing Grants, Construction and Regeneration Act 1996 (as amended), the payment provisions of the Act and the Scheme for Construction Contracts apply where not otherwise agreed, including Orbis's right to suspend work for non-payment after giving 7 days' written notice. Invoices not paid by the due date will incur interest at 8% per annum above the Bank of England base rate, calculated daily from the due date until payment is received, together with fixed-sum compensation and reasonable recovery costs, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Contra-charges will not be accepted unless agreed in writing before the order.

7. Completion and handover. The works are complete on the earliest of: (a) the date stated on Orbis's handover certificate; (b) the date the Customer or any other party starts to use or occupy the works; or (c) where the Customer fails to attend an arranged handover, the date of that arranged handover. Orbis will take dated photographs of the completed works as a record of completion. The final payment falls due on completion.

8. Snagging. The Customer must give Orbis a single written list of any snagging items within 7 days of completion. If no list is received within that period, the works are deemed accepted. Orbis will attend to agreed snagging items within a reasonable time. Snagging items do not delay completion or the final payment, and items not on the list are dealt with under the defects clause.

9. Withholding payment. The Customer may not withhold or reduce any sum due to Orbis except by a valid pay less notice served in writing within the time required by the Housing Grants, Construction and Regeneration Act 1996, stating the amount to be withheld and the basis on which it is calculated. Any amount withheld for snagging or defects must not exceed the reasonable cost of putting right the specific items notified. All other sums remain payable on the due date.

10. Final account. Orbis will issue its final invoice on completion. The final invoice is payable in accordance with the payment terms in the quotation or, where none are stated, within 14 working days of the invoice date. Signing off, using or occupying the works confirms acceptance for the purposes of the final payment.

11. Retention. No retention will be held unless agreed in writing before the order. Where a retention is agreed, it must not exceed 3% of the contract sum, half is released on completion, and the balance is released automatically at the end of the defects period without the need for any further certificate.

12. Programme and delays. Lead times and dates are estimates and are not of the essence. Orbis is not liable for delay caused by late approvals, late information, lack of access, variations, supplier or subcontractor delays outside Orbis's reasonable control, weather, or other events beyond its control. Liquidated damages do not apply unless agreed in writing before the order.

13. Customer's materials and existing items. Any materials, components or existing items supplied by or belonging to the Customer are held at the Customer's risk while in Orbis's possession, and Orbis will take reasonable care of them. Orbis is not responsible for defects in such items, including hidden defects that only become apparent during preparation or fabrication.

14. Materials and finishes. Natural materials, castings and applied finishes may vary slightly in colour, texture and detail; minor variations are normal and are not defects. Any approved sample or colour reference sets the standard for the works. Minor touch-ups on site after installation are normal.

15. Access, attendance and consents. The Customer will provide safe, clear access to the work area, a suitable power supply, welfare facilities and secure storage where needed, and will ensure the area is ready on the agreed dates. The Customer is responsible for obtaining any planning, listed building, conservation area, party wall or building control consents, and for the structural adequacy of the existing building or structure to receive Orbis's fixings.

16. Health and safety. Orbis will carry out its works in accordance with the Health and Safety at Work etc. Act 1974 and will provide risk assessments and method statements on request. The Customer will fulfil its duties as client under the Construction (Design and Management) Regulations 2015 where they apply.

17. Insurance. Orbis holds Public and Products Liability insurance of £5,000,000 any one incident (including an indemnity to principal clause), Professional Indemnity insurance of £100,000 in the aggregate including costs, and Contract Works cover, with Zurich Insurance Company Ltd under policy GQ638300/217567 (period of insurance 15 August 2026 to 14 August 2027). Copies of current insurance certificates are available on request.

18. Drawings, patterns and intellectual property. All drawings, designs, 3D models and casting patterns produced by or for Orbis remain the property of Orbis-Design Ltd and may not be copied or used for any other purpose without Orbis's written consent.

19. Risk and ownership. Risk in new materials passes to the Customer on delivery to site. Ownership of the new materials passes to the Customer only when Orbis has been paid in full. Until then, Orbis may recover any unfixed materials.

20. Defects. Orbis will put right, free of charge, any defects in its workmanship or materials that are notified in writing within 12 months of completion. This does not cover fair wear and tear, misuse, lack of reasonable maintenance, movement of the existing structure, or items supplied by the Customer. Defects notified after completion are dealt with under this clause and are not grounds for withholding the final payment.

21. Damage by others. Orbis is not responsible for damage to its works caused after completion, or after any area has been handed over, by the Customer, other trades or third parties. Repair of such damage will be charged as additional work.

22. Liability. Orbis's total liability under or in connection with the contract is limited to the contract price. Orbis is not liable for any indirect or consequential loss, including loss of profit, loss of use or delay costs. Nothing in these terms limits liability for death or personal injury caused by negligence, or for fraud.

23. Cancellation. If the Customer cancels after acceptance, the Customer will pay for all work carried out and all materials and services ordered or committed up to the date of cancellation, together with any supplier cancellation charges.

24. Consumers. Where the Customer is a consumer (an individual acting for purposes outside their trade or business), nothing in these terms affects the Customer's statutory rights, including under the Consumer Rights Act 2015. Where a contract with a consumer is made away from Orbis's premises or at a distance, the Customer may have a right to cancel within 14 days, and Orbis will provide the required cancellation information with the quotation. Clauses that limit Orbis's liability, deem works accepted or restrict withholding of payment apply only to the extent permitted by consumer law.

25. Disputes and law. The parties will try to resolve any dispute by discussion first. Either party may refer a dispute to adjudication under the Housing Grants, Construction and Regeneration Act 1996 where it applies. The contract is governed by the law of England and Wales, and the courts of England and Wales have jurisdiction.