

Standard Terms & Conditions of Business - Harveys Builders Limited

Please review the following terms carefully, which form part of the contract between us. If you wish to raise issue with the contents or to request any additional terms, please do so before commencement of the works. Failure to raise any such issue prior to commencement of works shall constitute acceptance of the terms below.

1. Estimates

1.1 It is the Client's responsibility to provide clear unambiguous instructions and information in writing and/or preferably on a drawing illustrating the work to be carried out.

1.2 The estimate is the Company's reasonable interpretation of the Client's stated requirements and may not include all the work that the Client may subjectively expect to form part of the contract.

1.3 All estimates are net (exclusive of V.A.T.) unless otherwise stated and will remain open for acceptance for a period of 4 weeks from the date of the estimate, after which it may be subject to revision or withdrawal and will be subject to availability of plant, labour and materials at the time of placing the order in writing. Items of work not described in the estimate may not be included in the estimate cost.

1.4 The estimate is based on the Company being given unrestricted access during the hours of 7.30am - 5.30pm Monday to Friday and any extra hours which the Company elects to work (with the Client's agreement) to facilitate completion of the works. All delays caused by matters beyond the Company's control will be charged at the Company's current additional hourly rate.

1.5 Any specific requests or regulations regarding access times, restricted areas or site rules etc must be communicated to the Company not less than 2 working days before the scheduled date for commencement of the works.

1.6 Notification of changes to any agreed schedule of works must be made in writing to the Company not less than 2 working days prior to the scheduled date of commencement of the works. Should the said notice not be given, the Client shall reimburse the Company for its out of pocket expenses incurred as a result of any changes.

2. Contract

2.1 A contract will be established when the Client places an order delivering to the Company a written order to proceed with the work.

2.2 The Client has the right to cancel the contract within 7 days of placing an order by way of written notice to the Company. If the Client seeks to cancel part or all of the contract more than 7 days after signing and delivering an order, the Client shall be liable to reimburse the Company for all direct costs already incurred by the Company in preparation for the works plus a reasonable charge for disruption and loss of earnings.

2.3 Any additional work beyond the scope of the estimate shall only be carried out following preparation of a written variation to the estimate which shall be agreed and signed by the Client and the Company.

2.4 For any such work that cannot be priced at the time (e.g. provisional works), the Company shall charge according to time taken to complete the additional work at the Company's reasonable hourly rate plus the cost of plant and materials used.

3. Specifications & Planning Considerations

3.1 The Client is responsible at its own expense for gaining local authority and other statutory approvals/planning permissions to carry out the work and for the accuracy of any design or drawings provided to the Company.

3.2 The Client is responsible for gaining any necessary 'party wall agreement'. The Company is not liable for any damage or nuisance caused to any neighbouring property during normal execution of the works. The Client is responsible for notifying and agreeing the manner, sequence and hours of such work with such neighbours.

4. Progress of works

Every effort will be made to keep to the projected start date of the works but the Company accepts no liability for failure caused by reasons beyond the Company's control. In such instance, the Company will give the Client written notice and request a reasonable extension of time and shall require the Client to reimburse the Company for any additional costs resulting from the delay.

5. Title and Risk

5.1 Title to any materials, fixtures or constructions supplied to the Client's works site shall remain with the Company until the Company's corresponding invoice(s) has been paid in full.

5.2 Whilst all due care will be taken, the Company cannot be held responsible for any cracking or damage that may occur by movement or vibration in the building or structure, or weather damage caused to pointing, rendering or cement work, or damage caused by the creation of dust and dirt that may occur during the course of works. Any moveable items capable of being damaged by any of the above should be moved off site prior to commencement of the works.

5.3 The Company may refuse to use materials provided by the Client where it considers such materials to be unsuitable, defective or of inferior quality that is likely to adversely affect the quality of the works. The Company shall be entitled to charge for the costs and delay caused by sourcing additional replacement materials.

6. Payment

6.1 Should the Client fail to settle any invoice by the payment due date then the Company shall be entitled to suspend the works and leave site. In addition or alternatively, the Company may charge interest on any outstanding sum at a rate of 2% per month.

6.2 At relevant stages during the continuation of the contract, the Company will provide the Client with valuations based on an assessment of the total job value as per the stage of completion including the cost of unfixed materials. The Client is required to approve such valuation within 5 days of receipt, following which the Company will issue a corresponding invoice to the Client. All invoices must be settled in full within 5 days of receipt.

6.3 For all works having a net value of £5,000 or more, the Company shall be entitled to request an upfront 15% payment before work is commenced, subject to delivery of an appropriate pro-forma invoice.

7. Disputes

7.1 In the event of a dispute arising in respect of any work or valuation, the Client shall provide the Company of written details of the disputed items within 5 days of discovery of the problem or receipt of the disputed valuation invoice, whichever is applicable.

7.2 Where the dispute relates to the amount of any valuation or invoice, the Client shall agree to pay an reasonable proportion of the total sum requested whilst providing a detailed explanation in writing for withholding any balance. Payment of any valuation

invoice in full shall signify the Client's approval that the work and materials supplied to that point are of satisfactory quality.

7.3 If the Company shall fail to attend site for 14 continuous days, the Client shall be entitled to serve notice upon the Company demanding that it return to site and to provide a revised timetable for completion of any remaining works. Should the Company fail to return to site and/or to provide such revised timetable within 5 working days of receipt of such notification, then the Client shall be entitled to terminate the contract forthwith on written notice. Such termination shall not affect the rights of either party and all issued valuations and invoices remain payable, subject to the stated terms herein.

7.4 Should the Client be in material breach of any of the provisions of the contract and shall fail to rectify the same within 5 days of receipt of written notice detailing the breach(es), then the Company shall be entitled to terminate the contract forthwith in writing.

7.5 Should the parties be unable to resolve any dispute within 2 weeks of the date the issue arose, then the parties agree that the matter shall be referred to arbitration using an arbitrator recommended or selected by the Federation of Master Builders.

8. Availability of Services

The Client shall be responsible for providing the Company with the continuous supply, availability and connection to all services necessary for the completion of the works, including suitable access to site, secure storage for plant and materials, electricity and water and washing/toilet facilities.

9. Liability

9.1 The Client shall indemnify the Company against all claims, damages and costs arising out of execution of the works unless such claims, damages or costs are as a result of the Company's negligence. Should such instance arise, the Client shall immediately inform the Company in writing and give the Company 7 days notice to rectify the matter.

9.2 The Company reserves the right to erect temporary corporate banners/signs at the works site and to take/use photos of the works on its website, subject to protecting the client's confidentiality at all times.

10. Guarantees

The Company will exercise all proper care to ensure that the work is soundly and adequately constructed in the way and for the purpose for which the Client has requested and that when finished it complies with the requirements of Building Regulations, NHBC (where applicable) and in accordance with current Gas and Electrical regulations.

11. Insurance

At all relevant times the Company shall carry a comprehensive policy of insurance covering Employers Liability and Public Liability up to a limit of £..... A copy of the Company's policy is available on written request. In any event, the Client shall ensure that the work site is fully insured for normal risks for the duration of the contract.

12. Entire Agreement

The Company's estimate(s) together with the terms and conditions herein represent the entire agreement between the parties. No variation shall be valid unless in writing and agreed between the parties.

13. Applicability of law

All contracts are subject to the laws of England & Wales.