

TERMS AND CONDITIONS OF TRADING

FOR

D & G BUILDERS & JOINERS LTD

1. An estimate is binding only as an offer to do the work at the price named, provided the offer is accepted in writing.
2. Except as expressly agreed, D & G Builders & Joiners Ltd shall provide all labour, materials and equipment necessary for the proper execution of the work. All reasonable care will be taken in the use and fixing of any materials or goods supplied by the customer, but, in such circumstances, no responsibility for their suitability, or for damage to or caused by them during fixing, is accepted. This is particularly applicable when asked to take out and re fix any pottery, we will not be held responsible for any breakage or damage during the course of this work
3. Sound materials suitable for their respective purposes will be used but are supplied subject to any condition of sale attached thereto by the manufacturers or suppliers so far as such conditions are not inconsistent with these terms and conditions of trading. In the event of any materials proving faulty, the builder's liability for making good may be limited to such amount as may be recovered from the manufacturer or supplier.
4. The words 'provisional sum' where used in the estimate or specification indicates the amount included therein to cover a specific item of work, and the sum is subject to substitution of the actual cost.
5. The value of any variations to work included in the estimate ordered and authorized by the customer, whether in addition, by omission or by substitution, should wherever practicable, be agreed before the variation is carried out. The value of any such variation shall be added or deducted from the price stated in the estimate. No variation shall vitiate the contract. Any variation will be carried out expressly subject to these conditions.
6. All existing materials removed to allow the execution of the works will be disposed of unless otherwise agreed. No claim will be entered into for items disposed of that the client actually wanted to keep if no such notice in writing was provided
7. Unless specifically mentioned, no provision is made for the building structure after removal of surface finishes repair of plastering beneath papered walls or tiled surfaces, as it is assumed that such plastering is in good condition, and is suitable to take treatment specified. Similarly, the costs of the repairs and renewals of any defects which are not visible at the time of estimating will be chargeable, unless allowance for such items is specifically included in the estimate.
8. Irrespective of any insurance taken out by the builder, the customer should inform his insurer that building works are to be carried out on the property and satisfy himself that he is adequately covered by insurance. Unless expressly agreed, the builder is not liable for the loss of or damage to the works, materials on site or any property of the customer, unless the same is caused by negligence (as defined in the Unfair Contract Terms Act 1977) of, or breach of contract by, the builder.
9. Every care is taken by employment of the best available labour and materials to produce a satisfactory finish. D & G Builders & Joiners Ltd shall at our own cost rectify any faults or defects that shall appear within the stated and agreed defects liability period of the completion of the works and which are due to materials and workmanship not in accordance with these terms and conditions, so long as written notice of such faults or defects shall be given by the customer to D & G Builders & Joiners Ltd within a reasonable period of the expiration of the aforesaid period. Cracks due to the normal movement or drying out of timber, plaster etc. will not be accepted as defects. The maximum period of defects liability will not exceed 12 months from practical completion of the works.
10. It is assumed that the customer will remove all their property from the working area, unless provision is made to the contrary in the estimate, or by mutual agreement. Failure to move agreed items will be in breach of the contract and as such the work will be stopped until such time as the work area is clear and may incur additional costs and time delays
11. Invoices will be sent out after the work has been completed, and shall be paid within twenty one days of receipt. In the case of work taking more than one month to complete, interim payments to the value of the work carried out will be requested, and shall be paid within twenty one days of receipt or at the end of the month following invoice date, the former will apply unless definite written agreement and a satisfactory credit check has been carried out

12. Where required the D & G Builders & Joiners Ltd shall agree working areas and as such these areas will be out of bounds to other occupiers of the building on the grounds of health & safety, access to these areas will only be permitted through contacting the appropriate person in charge and ensuring all on site safety requirements are complied with, Safety clothing PPE should be worn at all times.

13. D & G Builders & Joiners Ltd where working as a sub contractor will require suitable Health, Safety, & Welfare facilities to be provided in line with the Construction Design & Management Regulations 2007

14. D & G Builders & Joiners Ltd where working as a sub contractor will require a suitable lead in time to carry out the works of 7 working days notice prior to the submission of all required Risk Assessments, Method Statements & agreed program of works, change to the required start date if within this period may attract further charges and delays at no cost to ourselves

15. D & G Builders & Joiners Ltd where working as a sub contractor will require a suitable 110 Volt power supply and water supply free of charge on the site

16. D & G Builders & Joiners Ltd reserve the right to charge interest for any outstanding invoices not paid within the agreed period, the interest charged shall be 5% above bank base rate and any interest payable will be calculated on a daily basis, where the client disputes the invoice or any part thereof only the disputed value of that item can be held by the client all other monies due within the invoice shall still be due for payment on the agreed date.

17. D & G Builders & Joiners Ltd will provide a works program where possible however it should be noted that these are for guidance only and no claim will be entertained for late completion of works where inclement weather, late delivery of materials due to no fault of our own or labour problems again due to reasons beyond our control will be entered into

18. Should the client decide to change the contract design during the construction period any delays caused or experienced by this cannot be held as the contractors fault and D & G Builders & Joiners Ltd will not accept any financial penalty as a result.

19. Should the above delays cause loss to D & G Builders & Joiners Ltd we reserve the right to recover these costs from the client and will detail these in our final account.

20. Any dispute or difference arising from the execution of the work is to be referred, upon application of either party, to a person nominated by the President of Arbitrators, whose decision will be final and binding on both parties.

We.....

Hereby accept the terms & Conditions of D & G Builders & Joiners Ltd

Contract Name.....

Job Ref No.....

Position.....

Signed.....