

CONDITIONS OF CONTRACT

CONTRACT OF WORKS

This contract is between

Name : Steven Wade

of : Connect Property Maintenance

Signed.....
.....

and

Name :

Of :

Signed :

Dated :

CONDITIONS OF CONTRACT

1) Our main obligation

We aim to carry out the work:

- with reasonable care and skill to a reasonable standard;
- by the end of the contract period (as extended under condition 18) but this term does not make time an essential condition ;
- and keep to all building regulations;
- and keep to all legal requirements, which we would need to in the course of carrying out the work, but only if you have told us in writing about these requirements in line with condition 5;
- and at the end of the contract, as long as you pay all amounts due, we will give you any guarantees, test certificates and so on which apply to the work. You should keep these in a safe place in case you need them in future.

2) Your main obligation – to pay us

You will pay us the price

.1 Interim payments

- .1.1 An initial payment of £ to be paid at the commencement of the contract
- .1.2 We will send you interim bills for the value of any work we have carried out up to that date, together with the costs of all goods and materials delivered to the site.
- .1.3 You must pay us within 3 days of receiving the interim bill

.2 Final Payment

- .2.1 When we have completed the work (at the completion date), we will send you the final bill.
- .2.2 You must pay us the price within 7 days of receiving the final bill.

- .2.3 You must pay us interest, at the current interest rate, on any amounts overdue. This applies as well to our entitlement (if any) to compensation under late-payment legislation.

.2.4

3) Access to site

You must allow us enough access to the site and keep the site clear of all obstructions so we can carry out the work.

4) Starting the work, length of the work and the site.

- .1 We will start the work on the start date.
- .2 You must make the site available to us on the start date and for the time it takes us to carry out the work.

5) Permission

Unless we agree otherwise in writing, you must get all permission you need before we start the work and keep to any conditions relating to the work (including paying all the relevant fees). If you break this condition 5, you must pay us any losses and damages we suffer. When the work is completed, you will be responsible for getting formal written confirmation that the work meets those regulations or permission.

6) Materials or Goods

- .1 Any materials we supply will be:
 - new, unless you agree otherwise
 - of satisfactory quality
 - of the appropriate British standard at the date of placing the order
 - fit for their normal purpose

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- .2 We will get any materials or goods you ask us to, as long as they are available, within a reasonable period.
- .3 We will not be liable for:
 - the satisfactory quality of any materials or good you provide: or
 - the satisfactory quality or whether they are fit for purpose (or both) of any materials or goods if condition 19.2 applies
 - You will not own any materials or goods ordered by us and delivered to the site until you have paid us for them.

7) Responsibility of Documents

- .1 You are responsible for making sure the details shown in the documents
 - .1.1 meet all legal requirements (including planning and building regulations); and
 - .1.2 are fit for the intended purposes Unless condition 7.4 applies:
- .2 you must pay for all relevant fees under condition 7; and
- .3 we are not responsible for the details shown in the documents being fit for the intended purposes, if we did not prepare those documents. Our obligation is simply to build to the details shown in those document.
- .4 We will be responsible for the details of any documents we produce being fit for the intended purposes.

8) Responsibility for loss and damage and Insurance

8.1 Your obligations

8.1.1

Existing structures and contents

- You are responsible for any loss of and damage to any existing structures and contents, unless it falls within our obligations in condition 8.2.1.

8.1.2 The work

- You are not responsible for insuring the work

.3 Evidence of Insurance

- You must take out and keep an adequate insurance policy for your liability under condition
- We will be entitled to see this policy.

.2 Our obligations

.1 Existing structures and contents

- We will only be responsible for

9) Supplying services

You agree to provide for us:

- Toilet and washing facilities
- Water
- Electricity
- Storage space

10) Limits on how and when the site can be used

- 10.1 You are not putting any limits on how or when the site can be used

11) Changing the work

- .1 If you want to change the work, you must:
 - Confirm this in writing
 - Do so within 14 days of you first telling us.

We will then adjust the price.

- .2We will carry out any change instructed by an appropriate local authority or public utility officer but only after giving you written notice
- .3 However, if you change those requirements, while still meeting your obligations under condition 8 you may do so but you must tell us in writing before we start carrying out that change.

Which ever applies, we will adjust the price accordingly.

- .4 The price will be adjusted by written agreement beforehand.
- 11.5 Every change which requires extra or revised work (as opposed to a change leaving something out) may mean extra costs.

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12) Unexpected work

If unexpected work arises, we will tell you and ask how you want us to go ahead.

13) Our employees, subcontractors or tradesmen

You may not use or instruct our employees, subcontractors or tradesmen. If you do, you will have to pay us as if we had carried the work out.

You send us a written notice, by recorded delivery, telling us to restart work or work steadily and we do not do this within seven days of receiving your notice.

.2If we become bankrupt

.3If we go into liquidation

.4If a receiver or manager is appointed over our business, unless this is to amalgamate or reorganise the business

However, we can still use all our legal rights and remedies.

14) Health and Safety

.1We will be responsible for all health and safety issues relating to the work.

.2You are appointing us as the principal contractor

.3We will co-ordinate and manage health and safety issues from preparation through to finally completing the work.

.4We will make sure that all contractors and employees keep to health and safety requirements.

15) Delay or disruption

If the work is delayed or lasts longer than expected for any reason (other than our fault) we will adjust the price accordingly, as shown in 11.3. If it is your fault, we will be entitled to claim for any losses and expenses caused.

16) Your right to end this contract

Without affecting your other legal rights and remedies you can end this contract in one (or more) of the following circumstances.

- .1If, without reasonable cause, we
 - Stop work for 14 days in a row; or
 - Fail to work steadily; and

17)Our right to suspend or end this contract.

Without affecting our other legal rights and remedies, we can end all or suspend all or part of our obligations under the contract in one (or more) of the following circumstances.

- .1 If you fail to pay any amount due and still fail to pay for seven days after receiving a written notice we send by recorded delivery demanding payment and warning you of our intention to end all or suspend all or part of our obligations under the contract.
- .2 If you, or anyone you employ interferes with or obstructs the work or fails to make the site available for us (without good reason) for the contract period.
- .3 If you become bankrupt or go into liquidation, or make a composition or arrangement with your creditors (or any one or more of these).

After we use our right to suspend part or all of this contract, if you are still at fault, we can end our obligations under it (as shown in conditions 17.1 to 17.3).

We will be entitled to :

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- All relevant payments under conditions 2.1;
- Any reasonable costs and any reasonable losses we suffer (including loss of profit) involved in or resulting from ending all or suspending all or part of our obligations under the contract within 14 days of asking for payment.

Our right to suspend performance ends when you pay the amount due in full unless in the meantime we have ended our obligations under the contract.

18) Extending the contract period

You will extend the contract period by a reasonable period to take into account any one (or more) of the following.

.1 Your delayed instructions or lack of instructions on any one (or more) of the following:

- The work;
 - Changes to the work (see condition 11); or
 - Your choice of materials (see condition 6)

If we suspend all or part of our obligations under this contract (see condition 17)

- .2 If the work is obstructed by any matter we do not control.
- .3 Weather conditions which delay or prevent us from continuing the work.
- .4 Civil commotion, wars, riots and lock-outs.

19) Defects liability period

19.1 During the defects liability period, we will put right any defects in the work due to faulty workmanship or materials we have provided. We will not charge you for this.

19.2 However, we will not be responsible for any one (or more) of the following defects

- Defects due to the condition of the site or relevant property that existed before we began work.

- Defects caused by you or any other person or caused by any event which happen after the completion date.
- Defects which would have the effect of make us liable for matters which are excluded under condition 6.3.

20) Subcontracting

- .1 We can subcontract any part of the work but we will still be responsible for the work, unless condition 20.2 applies
- .2 We will not be liable for any one (or more) of the following:
- The satisfactory quality or fitness for purpose of any materials or goods, chosen by you from, or selected by, your named subcontractor or your named suppliers (or any one of these).
 - Any defective design by your named subcontractor.

However, this does not apply if it is something that we, for our own purposes, ask your named supplier to supply that which is separate from your instructions.

19) Clearing the site

By the completion date, we will remove all rubble, surplus materials and tools on the site and leave it clean and tidy. We will not be responsible for removing any items you, or any person we don't control, place on the site.

20) This contract

You and we agree the terms of this contract. Signing this contract will mean that you and we have various legal obligations to each other. This

CONDITIONS OF CONTRACT

contract is for the benefit of you and us
and no one else.

Our
signature.....
.....

Your
signature.....
.....