

Terms and Conditions of Trading:

- 1/.**Payments.1.The final price including any changes to the price -see section 9 - we will add vat at current rate to this final figure on completion of the works (this may include local council approval) the balance due is to be paid within 5 days of invoice date.
- 2.We will be entitled to interim payments (if applicable) and the interim invoice will be due for payment on receipt.
- 3.Any agreed estimates between us that have a net value of £ 5000 or more , we will be entitled to a 10% payment to be on the commencement of works – at our discretion.
- 4.Any agreed estimates between us that have a net value of £50000 or more. The monies will be paid into a joint interest bearing instant access deposit account. The account will be set up by A Builders and Decorators Ltd. The account will require joint signatories only to withdraw funds. As per 1.1, 1.2 and 1.3 the monies will be transferred from this account. Any monies left after paying the final bill will be yours. By setting it up this way we can ensure that the funds are available for the said works and you will have control over the payments as per the terms and conditions.
5. In the event there is a dispute with the invoice or work carried out, any disputes should be raised in writing within 5 days of invoice date. Should we not receive it within this time period, payment is due and any disputes will be initially dealt with internally. If the dispute cannot be resolved then an arbitrator from the Federation of Master Builders will be appointed to resolve the dispute. In the event that our invoice is not paid within 5 days of the invoice date, or in the case of a dispute, we have not received any correspondence within the 5 days - interest will accrue from 5 days after the invoice date at a rate of 8% per annum.
- 2/.**All Materials and goods delivered to the site will remain the property of A Builders and Decorators Ltd until the you pay for them in full via payment of our invoice.
- 3/.**The attached estimate is valid for one calendar month from the estimate date. Prices cannot be guaranteed after this date.
- 4/.**Whilst all due care will be taken, we cannot be held responsible for any cracking or damage that may occur by movement or vibration in the structure during the course of the works.
- 5/.**Whilst all due care will be taken, we cannot be held responsible for dust/dirt that may be caused during the period of our work, nor can we be held responsible for any damage caused to personal items left within our ongoing work area. These should be removed/relocated or covered before arrival on site.
- 6/.**The work covered by the attached estimate may require building regulation /planning approval from the local council. Our price does not include for any fees payable to the council for the Building Control Officer\ Planning Officer's inspection or for any work they may deem necessary, unless otherwise stated in out estimate.

7/. Any specific individual requests must be received in writing from you at the companies trading address as stated on the acceptance slip below. i.e. start and finish times, restricted areas etc.

8/. 1. Notification of changes to the agreed schedule of works should be made by fax, email or in writing to A Builders and Decorators Ltd prior to two working days before the agreed start date. Please note that we will charge reasonable out of pocket expenses incurred from the change of plans if notice has not been given prior to 2 working days before the start date.

2. Any additional works that are to be carried out will be priced initially verbally within 24 hours of the request and then confirmed in writing if agreed. No additional works will be carried out until a new terms and conditions of trading/or our standard variation form is completed and signed by you and received by A Builders and Decorators Ltd. These will be known as extras.

9/. Whilst we will take all due care with works carried out, in the instances of pointing, rendering and any other cement related works, we cannot guarantee against weather having an affect on it.

10/. We will be allowed reasonable access to your water, electricity and toilet facilities at your cost. You will make available reasonable storage space for the duration of the works.

11/. We are obliged to carry continuous Public Liability insurance and sight of our policy is available on demand.

12/. We will be responsible for all health and safety issues relating to the works being carried out.

13/. If the work is delayed or last longer than is expected for any reason (other than our fault) we will be entitled to claim for losses and expenses incurred.

14/. You are responsible for all legal requirements (Including planning and building regulations)

15/. You have no right to end the contract if without reasonable cause (without affecting your other legal rights and remedies):- 1. We stop work for 14 working days You can send us written notice by recorded delivery telling us to re start within 2 days or to work more consistently. If we do not respond within 7 days the contract is deemed to be ended. However, we can still use our legal rights and remedies. Any monies due will be subject to section 1 of these terms and conditions

16/. Without affecting our legal rights and remedies we can suspend or end this contract in one or more of the following circumstances:-

1 If you fail to pay any interim bill and still fail to pay for 7 days after receiving written notice we send by recorded delivery demanding payment.

2. If you, or anyone you employ, or relation, or agent interfere with or obstruct the work or fail to make the site available for us (without good reason) for the contract period (or any one or more of these)

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 this contract we can end it if you are still at fault, we will be entitled to all payments under section 1 and any costs involved in suspending or ending the contract. We are also

entitled to claim for any losses we suffer (including loss of profits) resulting from suspending the contract. However, you can still use your legal rights and remedies under the terms and conditions of trading of A Builders and Decorators Ltd.

17/. The defects liability period for the attached schedule or works will be six months from the completion date. During this period we will put right any defects due to faulty workmanship or materials at our cost unless section 17.1 applies.

1/. However, we will not be responsible for any one (or more) of the following defects:- 1.1. Due to the conditions of the site or relevant property that existed before we began work. This condition will only apply if:-

1.11 We consider the condition of the site or any property next to it or the access to it may affect the work and we write and tell you this. We will have carried out our duty by giving you that warning. If you insist that we carry out the work with the site or relevant property in this condition you should confirm in writing and it will be at your risk.

1/12 If the condition of the site or any property next to it the access to it will affect the work and this condition could not be foreseen before the work started.

1.13 Caused by you or any other persons or caused by an event, which happened after completion date.

