

TERMS & CONDITIONS – CONSTRUCTION/FIT OUT

THE PARTIES

This agreement is made between NORTH BUILD LEEDS (hereafter referred to as “The Contractor”) and the person or persons named overleaf (hereafter referred to as “The Customer”)

TERMS AND CONDITIONS

1. All orders by the Customer for Works are accepted by the Contractor strictly in accordance with and subject to the Terms and Conditions, which shall form the basis of the contract between the Customer and the Contractor.
2. No other terms and conditions, or modifications to these Terms and Conditions shall be binding on the Contractor unless the Contractor agrees thereto in writing and the Contractor shall not be deemed to accept such other terms and conditions nor to waive these Terms and Conditions by failing to object to provisions contained in any order or other communications from the Customer.

THE WORKS

These are building services to be provided by the Contractor in accordance with the quote provided to the Customer.

FURTHER WORKS

These are any additional, extra or alternative works, which may from time to time be provided by the Contractor in accordance with the Customer’s specific request, or as a result of unforeseen items.

TIME ESTIMATES

The Contractor’s workmen are instructed to exercise due care in carrying out their work and shall, at all times, complete the works within due diligence. Whilst the Contractor shall ensure that his workmen use their best endeavour to complete the works within the period of time quoted to the Customer, all time estimates and commencement dates are given strictly as estimates only, and the Contractor will not be liable for any loss or damage, howsoever expressed or quantified, caused as a result of any delay in either, the commencement or completion of the works, or of any dispute which may arise.

CHARGES

1. All charges quoted to the Customer shall be exclusive of Value Added Tax which shall be charged (at the prevailing rate) to the Customer in addition to the amount agreed for the works and shall be payable by the Customer at the same time as the Customer makes payment of the charges.
2. The Contractor expressly reserves the right to adjust the charges quoted to the Customer at any time before submitting his invoice for payment to take into consideration any increase in the cost of services arising as a result of any circumstances beyond the Contractor’s reasonable control for the avoidance of a doubt, additional charges may be incurred in the event that any other official competent authority, specifies that further works need to be undertaken upon the Customer’s premises. In this event the Contractor shall notify the Customer of the need for additional works and the Customer shall, upon being so notified and upon the additional works being carried out, be liable for the full cost thereof.
3. The price / prices quoted will be valid for 28 days from the date of the Estimate / Quotation.
4. The Contractor expressly reserves the right to adjust the charges quoted to the Customer at any time before submitting his invoice for payment to take into consideration any increase in the cost of material arising as a result of any circumstances beyond the Contractor’s control.
5. Unless specifically mentioned, no provision is made for repair of plastering beneath papered, tiled, or any other material to walls or ceiling 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 inspection / estimating will be chargeable to the Customer, unless allowance for such items is specifically included in the estimate / quotation.

6. The Contractor shall provide a quotation/s for any additional work/s requested by the client, the contractor will not undertake these works until such time that written confirmation is received from the client.
7. Where additional works require immediate attention, for the avoidance of doubt these include but are not limited to, emergency works, that are required to be remedied / repaired or renewed to avoid further damage or compromise to the structure, or any aspects of works which require attention to avoid any delays to the Contractor's programme of works, the Customer authorises the Contractor to proceed with immediate effect, (without the need for the Contractor to initially provide a quotation and receiving confirmation in writing by the Customer) to address the necessary works, and to charge the Customer for all the necessary costs.
8. The Customer shall at all times be liable for the additional costs incurred by the Contractor in carrying out any further works in accordance with the Customer's request pursuant to the above.

TERMS OF PAYMENT

1. Unless specific agreement to the contrary is reached between the Customer and the Contractor, which agreement shall at all times be within the absolute discretion of the Contractor, the Customer shall, at all times when the order for works is made, pay to the Contractor no less than thirty percent of the agreed price.
2. The Customer agrees to pay to the Contractor interim payments as laid out in the attached payment schedule or when requested by the Contractor.
3. The Customer agrees that a final balance of no more than five percent of the agreed price shall be outstanding on completion of all works.
4. The balance of the agreed price, which shall include the total amount of the charges calculated in accordance with clause above, or as the case may be, the agreed price in full, which shall also include the total amount of the charges already referred to, shall be paid within 7 days of the date of the Contractor's invoice for payment which will be submitted to the Customer upon completion of the works.
5. The Contractor shall be entitled to charge interest at the rate of (Bank of England base rate plus EIGHT percent) per annum above on all overdue accounts, such interest being deemed to accrue on a day-to-day basis from the seventh day after submission by the Contractor of his invoice for payment.
6. The Customer shall not be entitled to withhold payment of any amount due under this contract in respect of any disputed claim for defective works, or of any alleged breach of contract by the Contractor. Where there is a dispute in respect of defective work, or in respect of any alleged breach of contract by the Contractor, the Customer agrees to deposit the sum outstanding into an independent account, controlled by an appointed independent chartered building surveyor as stipulated in the terms indicated below, under Standard of Works.
7. The customer shall not be entitled to withhold payment of any amount due under this contract in respect of any disputed claim for defective works, or in respect of any alleged breach of contract by the Contractor.

NOTICE OF RIGHT TO CANCEL

1. The customer may cancel the contract within seven (7) days from the date of the contract being signed. Such notice must be sent by Registered or Recorded post to (North Build Leeds, 56 Ganners Lane, Bramley, Leeds, LS13 2NX)
2. Once the Cancellation Notice has been received, as stipulated within this contract, any sum paid by on or behalf of the Customer as part of the Contract will be repayable.
3. The Customer will be required to pay for special order goods and / or any services supplied if the performance of the contract has begun either verbatim / and or with their written agreement before the end of the Cancellation Period.

STANDARD OF WORK

1. The works will be carried out in a professional and efficient manner and in accordance with the Customer's specifications and or the quotation or estimate (submitted by the Contractor) appearing overleaf and on any continuation thereof. In the event that the Customer is not satisfied with the standard of workmanship, or in the event that the Customer alleges that the Works have not been completed in accordance with the aforesaid specifications, the Customer shall within seven days of completion of the works, notify the Contractor in writing of his complaint and give details of the alleged defects. The matter shall then be referred by the Contractor to an independent surveyor appointed by the Secretary of the Royal Institution of Chartered Surveyors who shall determine whether the works have been completed in accordance with the said specifications and to an acceptable standard as ascertained by the Surveyor.
2. Initially on engaging the Surveyor, all or part of the Surveyor's costs, in accordance with the Surveyor's terms and conditions, will be paid for equally by both the Customer and the Contractor.
3. Upon his determination the Surveyor will issue a certificate, which shall be binding upon both the Customer and the Contractor both of whom shall accept the determination and act in accordance with it.
4. If the Surveyor determines that the works are below the acceptable standard, or have not been completed in accordance with the aforesaid specifications, the Contractor will remedy such defects at no additional cost to the Customer.
5. In his determination and in so issuing his certificate, the Surveyor shall be considered to be acting as an expert and not as an arbitrator.
6. All the costs of and incurred by the Surveyor in reaching his determination and issuing the said certificate shall be incurred by the unsuccessful party.

CUSTOMER'S DUTIES

1. The Customer shall ensure that at all times the premises upon which the works are being carried out are adequately insured against the risk of fire, storm, high winds, gales and any other foreseeable risks of hazards.
2. Before commencement of work and for the duration thereof, the Customer shall ensure, and shall be solely responsible for the protection and/or removal of all satellite dishes, television or radio aerials and/or any other fixtures, fittings, furniture, additions or attachments affixed to or near the site of the proposed works.
3. Before the commencement of work and for the duration thereof, the Customer shall notify the Contractor in writing of any glass roofs, glass houses, or neighbouring glass structures. Any such structures shall be expressly included in the Contract between the parties. It is in the discretion of the Contractor to board up any glass structures, (the Customer shall be liable for all costs) which they consider may be damaged by any works being carried out. It is an express condition of this Contract that the Contractor shall not be liable for any loss to any glass structure not mentioned in the Contract herein.
4. The Customer or their appointed agent shall be responsible for all legal and or statutory requirements, including compliance with Planning and Building Regulations, and for submitting all Notices and Applications, and paying all fees.
5. The Customer will provide the Contractor, free of charge all water and electricity.
6. The Customer will where possible provide toilet facilities to the Contractor, where this is not possible site welfare facilities will be provided with the subsequent hire costs being borne by the Customer.
7. The Customer will provide secure storage space/ facilities to accommodate materials and tools and plant, where this is not available a suitable secure storage container will be provided with the subsequent hire costs being borne by the Customer.
8. The Customer agrees that ownership in full, of all /any salvageable items removed from the Works will pass on to the Contractor.
9. The Customer will remove all their property / fixtures and fittings from the working area and or vicinity thereof, prior to the commencement on site by the Contractor. Failure by the Customer to remove all said items, which results in hindrance and or delays to the Works, will entitle the Contractor to claim from the Customer all additional costs and time delays. These costs will be detailed in the Contractor's final account.

10. If the works are delayed or last longer than expected for any reason (other than the fault of the Contractor), the Customer will be liable to pay for all losses and expenses incurred by the Contractor. These costs will be detailed in the Contractor's final account.
11. Following commencement of the works, if the Customer alters, amends or edits any aspects of the stipulated scope of works, without agreement in writing from the Contractor, the Customer will be liable for all the Contractor's costs and any losses, which result in the Contractor having to lay off (with pay) or cancel staff or sub-contractors who were engaged for the works.
12. Following commencement of the Works, if the Customer alters, amends or edits any aspects of the stipulated scope of Works, without agreement in writing from the Contractor, the Contractor reserves the right to charge the Customer for the full price as originally agreed under the Contract.
13. In the event of any claim arising by the Customer as a result of damage to the Customer's property and or goods by the Contractor, the Contractor shall refer the matter to his insurance providers. The Customer will not be entitled to withhold any payment under the contract and will deal directly with the Contractor's insurance in respect of any claim.
14. The Customer shall at all times keep the Contractor well and adequately indemnified against all and any claims made against the Contractor for compensation for any loss or damage arising by reason of the Customer's failure to carry out his duties herein above set out.

LIABILITY

1. The Contractor shall not be liable to pay for any works, or render good any defects in such work, carried out upon the Customer's premises by any person, firm or company unless the engagement of such a person, firm or company shall have been made with the knowledge acquiescence and prior written consent of the Contractor.
2. Whilst due care will be taken, the Contractor will not be liable for dirt, debris or dust that may be caused during the period of the works, nor will the Contractor be liable for any damage caused to the Customer's personal items left within all or any areas where works are ongoing. It is the sole responsibility of the Customer to ensure that they provide adequate protection against dirt, debris or dust and or to remove personal items and or goods from the vicinity of the works at all times.
3. The Contractor shall not be liable for any damage caused as a result of any existing defects in the structure, or any other part, of the site of proposed works.
4. Whilst due care will be taken, the Contractor will not be liable for any cracking or damage that may occur by movement or vibration in the structure during the course of the works.
5. Whilst the Contractor will take due care with the works carried out, in the instance of pointing, rendering and any other cement related works, the Contractor cannot guarantee weather having any effect on it. The Contractor will not be liable to remedy / and or rectify any damage that may occur here.
6. The Contractor shall not be liable for any damaged suffered or loss caused to any appliances, fixtures, fittings, furniture, additions, or structures of any kind, whether glass or otherwise, arising as a result of the Customer's failure to adequately protect and/or remove the same in accordance with the Customer's duties as set out above.
7. The Contractor shall not be liable for any damaged caused to the Customer's premises by reason of water penetration, or otherwise, arising as a result of weather conditions or otherwise.
8. The Contractor shall not, under any circumstances, be liable for any faults or defects whatsoever for any goods which have been purchased on behalf of the Customer. It shall be the Customer's duties to dispute any claims against faulty or damaged goods directly with the suppliers and or manufacturers.
9. Where the Contractor uses sub-contractors to carry out all or any works, all or any sub-contractors will be fully insured and liable for their work/s and will be under an obligation with the Customer to remedy all / any defective, sub-standard or any issue with their works. In the event of any disputed work or claim the Contractor will not be liable, and the Customer will raise all claims directly with the sub-contractor.
10. Where the Contractor recommends and or introduces the Customer to suppliers and or any other third party, the Contractor accepts no liability in the event of any issues arising.
11. Without affecting its rights and remedies, the Contractor can suspend or end this contract on one or more of the following circumstances:

12. If the Customer fails to pay any interim invoice and still fails to pay seven (7) days after receipt of written notice.
13. If the Customer, anyone employed by the Customer, relation, representative, agent or relative interfere with or obstruct the works or fail to make the site available for the Contractor.
14. If the Customer becomes bankrupt or goes into liquidation or makes a composition or arrangement with creditors. After we use our right to suspend the contract and can end it if the Customer is still at fault, we will be entitled to all payments 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.
15. Every care will be taken by the Contractor to ensure labour and materials provided produce a satisfactory finish. The Contractor shall, at its 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 the Contractor within a reasonable period of the expiration of the aforementioned period. Cracks due to normal movement or drying out of timber, plaster etc, will not be accepted as defects. The maximum period of defects liability will not exceed NINETY DAYS from practical completion of the works.
16. The Contractor shall not, under any circumstances, be liable for any loss or damage, whether direct, consequential, or indirect, caused to, and/or suffered by the Customer, whether such loss or damage shall arise as a result of the Contractor's negligence, breach of duty in contract or in any other way. For this purpose a consequential or indirect loss or damage shall include, but shall not be limited to, the loss or damage caused to the property of the Customer or any third party, and personal injury to the Customer or anyone else, save, in the event of personal injury, where the same is attributable to the negligence of the Contractor or his workmen.
17. Without prejudice to the foregoing and in any event, the Contractor's liability, if any, for any loss or damage, howsoever arising, shall be limited to either, the cost of making good the loss or damage, or, the total amount due under this contract, whichever shall be the lesser.
18. Force majeure. The Contractor shall be under no liability if they are unable to carry out any provision of the contract for any reason beyond their control including (without limiting the foregoing) Act of God, pandemic, epidemic, legislation, war, fire, flood, drought, inclement weather, late delivery of materials, failure of power supply, failure of utility services to deliver goods / services, lock-out, strike, or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the customer may by written notice to the Contractor elect to terminate the contract and pay for work done and material used, but subject thereto shall otherwise accept delivery when available.

GENERAL

1. All and any materials delivered to or remaining on the site of the proposed works shall remain the property of the Contractor and title shall not pass to the Customer, his trustee in bankruptcy or his assignees until the Contractor's invoice for payment shall have been settled in full.
2. If the Customer is a Limited Company, or in any circumstances where the Contractor deems it in his absolute discretion to be prudent, the Contractor shall be entitled to require any number of written personal guarantees to protect against bad debts, from the directors of the Limited Company, or any other person where the Contractor's absolute discretion is a suitable person for giving such guarantee.
3. The Contractor reserves the rights to use photos of work completed on social media, websites and in promotional leaflets / folders.
4. The Contractor reserves the right to erect temporary name signs / banners on property while working, preparing to work and for a period of up to one month after the works have been completed.
5. The Contractor reserves the right to refuse the use of any materials or services supplied by others sourced by the Customer. Cost of delays and supplying substitutes will be charged to the Customer.
6. Any verbal, written, signed, e-mailed or faxed acceptance of the estimate / quotation, and thereafter any additional works, agree to the above terms.

LAW

This contract shall be governed by and construed in accordance with the Laws of Scotland (England).