

## Contract Conditions:

1. Our main obligation – to do the work. We will carry out the work:  
With reasonable care and skill and to a reasonable standard  
By the end of the work period (as extended under condition 18, if applicable), but this term does not make time of the essence.
2. Your main obligation – to pay us: You will pay us the price
  - 2.1. Deposit Payments: Payment of the initial deposit invoice should accompany the signed contract. The deposit is required to cover the cost of manufacture of your product which is bespoke to you.  
Should you cancel the order you will be entitled to a refund of the deposit but we will deduct the value of work already completed on your order that we cannot re-use. You will be entitled to receive the incomplete product for which we have charged you. Repayment will be made within 14 days of your cancellation.  
If we cancel the order we will make a full refund together with a payment of 6% per annum for the period during which your deposit has been held by us.  
If you wish to amend the order a new price, contract and deposit request will be agreed.
  - 2.2. Final payment
    - 2.2.1. When we have finished the work (at the completion date) we will give you the final bill.
    - 2.2.2. You must pay us the price upon completion.
    - 2.2.3. We will give you credit, in the final bill, for all deposit invoices you have paid
3. Interest: You must pay us interest, at 6% p.a. on any amounts overdue.
4. Starting the work, length of the work and the site
  - 4.1. We will start the work on the start date which will be agreed in writing with you after we have received the signed contract and deposit payment.
  - 4.2. You must make the site available to us on the start date and for the time it takes us to carry out the work.
  - 4.3. When we agree a start date we will also provide an estimate of the time required on site to complete the work. We will use reasonable endeavours to complete the work within this timescale, but will not be responsible for costs incurred if our completion date is delayed.
5. If a dispute arises, you can only withhold payment after the due date for any payment owed to us, if you give us notice before the final date for that payment; and saying that you are going to withhold payment; and setting out the amount you will withhold and the reason for withholding payment; or if there is more than one reason, each reason and the amount which applies to it.  
You must confirm any verbal notice in writing as soon as possible before or after the due date.  
You will only withhold an amount reasonable and in proportion to the issue identified as agreed with us.
6. Consents you need:  
Unless we agree otherwise in writing you must get all consents needed and keep any conditions relating to the work (including paying all the relevant fees). If you break this condition you must pay us any losses and damages we suffer.
7. Materials or goods
  - 7.1. Any materials or goods we supply will be:
    - new, unless you agree otherwise in writing
    - of satisfactory quality
    - of the description you give for their type, as far as possible
    - of the appropriate British standard and codes of practice, in force at the date of placing the order
    - fit for their normal purposes
  - 7.2. We will get any materials or goods you ask from us as long as they are available within a reasonable period
  - 7.3. We will not be liable for:  
The satisfactory quality of any materials or goods 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.
  - 7.4. If, instead of any normal purposes, you have told us about a special purpose for any materials or goods (whether under condition 7.1 or 7.2 or 7.3) you should confirm this in writing within 14 days.
  - 7.5. Wood is a natural material and as such, colour deviations are normal and to be expected. No colour match will be undertaken unless requested by you. To do so will incur additional costs.
8. Who owns materials or goods.  
You will not own any materials or goods delivered to the site until you have paid us. We acknowledge that you will have a right to goods clearly marked as your order within the factory or on your site if we cannot complete the order within a reasonable time due to failure of the business or any other reason. You would need to give 7 days notice to us to claim your order.
9. Responsibility for the documents
  - 9.1. You are responsible for the products detailed in the documents meeting all legal requirements (including planning and building regulations) and being fit for the intended purposes unless condition 9.4 applies
  - 9.2. You must pay all relevant fees under this condition 9
  - 9.3. 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 install to the details shown in those documents.
  - 9.4. We will be responsible for the details of any documents we produce being fit for the intended purposes
10. Responsibility for loss and damage and insurance
  - 10.1. Your obligations:
    - 10.1.1. You are responsible for any loss of and damage to any existing structures and contents, unless it falls within our obligations in condition 10.2.1
    - 10.1.2. The work;  
You are not responsible for insuring the work
    - 10.1.3. Evidence of insurance  
You must take out and keep an adequate insurance policy for your liability under condition 10.1.1. We will be entitled to see this policy
  - 10.2. Our obligations:
    - 10.2.1. Existing structures and contents  
We will only be responsible for any loss of and damage to any existing structures and contents, if the loss and damage is caused by our negligence or by the negligence of any person we are responsible for. If part of the loss and damage is caused by someone else, we will only pay our share.
    - 10.2.2. The work  
We will be responsible for insuring against any loss of and damage to the work until practical completion or you end our employment whichever happens first.
    - 10.2.3. Evidence of insurance  
We will take out and keep adequate insurance policies for our liability under conditions 10.2.1 and 10.2.2 and 10.3
  - 10.3. Liability for personal injury
    - 10.3.1. We will pay you any losses and damages you have to pay as a result of your legal liability for personal injury to or the death of any person arising out of, or in the course of or caused by carrying out the work. This does not apply if condition 10.3.2 applies
    - 10.3.2. You will be responsible for personal injury or death caused by your negligence or the negligence of any person you are responsible for
11. Supplying services  
You agree to provide for us:
  - Toilet and washing facilities
  - Water
  - Electricity; and
  - Secure Storage space
12. Limits on how or when the site can be used  
The site can be used during working hours – 8 a.m. to 6 p.m. Monday to Friday.
13. Changing the work
  - 13.1. If you want to change the work you must:  
Confirm this in writing; and if you first tell us we will then adjust the price
  - 13.2. We will carry out any change instructed by an appropriate local authority or public utility officer but only after giving you written notice. We reserve the right to refuse changes requested of us. If this happens you will be responsible for payment for work completed to the date of cessation.
    - 13.2.1. However, if you can change those requirements, while still meeting your obligations under condition 9, you may do so, but you must tell us, in writing before we start carrying out that change.  
Whichever applies, we will adjust the price accordingly
  - 13.3. The price will be adjusted by
    - written agreement beforehand, if possible; or if not then
    - later written agreement; or if not then
    - referring to any priced documents, if this applies; or if not then
    - a reasonable amount for the work done or goods supplied.
14. Health and safety
  - 14.1. We will be responsible for all health and safety issues relating to the work
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 specified in condition 13.3 and 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:
- 16.1. If, without reasonable cause we:
- Stop work for 14 days in a row; or
  - Fail to work steadily; and
  - You send us a written notice, telling us to restart work or work steadily; and we do not do this within seven days of receiving your notice
- 16.2. If we become bankrupt  
16.3. If we go into liquidation  
16.4. If we make a composition or arrangement with our creditors  
16.5. If we are wound up  
16.6. If 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
17. Our right to suspend or end this contract  
Without affecting our other legal rights and remedies, we can suspend or end this contract in one (or more) of the following circumstances.
- 17.1. If you fail to pay any bill and still fail to pay for seven days after receiving a written notice we send demanding payment  
17.2. If you or anyone you employ or your 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)  
17.3. If you become bankrupt or go into liquidation, or make a composition or arrangement with your creditors (or any one or more of these)  
17.4. If you cause or attempt to cause the withdrawal or cancellation of a grant payment or insurance money
- After we use our right to suspend this contract we can end it, if you are still at fault (as specified in conditions 17.1 – 17.4) we will be entitled to:
- All relevant payments under condition 2.1
  - Any costs involved in suspending or ending this contract, and
  - Any losses we suffer (including loss of profit) resulting from suspending or ending this contract
- However, you can still use all your legal rights and remedies, including term 5.
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
- 18.1. Your delayed instructions or lack of instructions on any one (or more) of the following;
- The work
  - Changes to the work (see condition 13); or
  - Your choice of materials (see condition 7.2)
- 18.2. If we suspend this contract (see condition 17)  
18.3. If the work is obstructed by any matter we do not control  
18.4. Weather conditions which delay or prevent us continuing the work  
18.5. Civil commotion, wars, riots and lock-outs
19. Defects liability period
- 19.1. During the 12 months after installation by us or delivery period we will put right any defects in the work due to faulty workmanship or materials unless condition 19.2 applies. We will not charge you for this.  
19.2. However, we will not be responsible for any one (or more) of the following defects:
- 19.2.1. due to the conditions of the site or relevant property that existed before we began work. This condition 19.2.1 will only apply:
- 19.2.1.1. If 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 still insist that we carry out the work with the site or relevant property in this condition you should confirm this in writing and it will be at your risk.  
19.2.1.2. If the condition of the site or any property next to it or the access to it will affect the work and this condition could not be foreseen before the work started
- 19.2.2. caused by you or any other person or caused by any event which happens after the completion date; or  
19.2.3. anything excluded under condition 7.3
20. Subcontracting  
We can subcontract any site building work but we will still be responsible for the work
21. Clearing the site  
Before the completion date we will remove all rubble, surplus materials, rubbish, tools and scaffolding 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
22. Arbitration or court proceedings  
Any dispute or difference arising from or in connection with the work or this contract (or any one or more of these) will be dealt with as follows:-
- 22.1. If the amount in dispute is within the county court small claims limit, by county court proceedings  
22.2. If the amount in dispute is above the small claims county court limit, by court proceedings.  
Or, you and we can deal with the dispute by arbitration. You and we must both agree this, in writing, when the dispute arises.
- 22.3. Arbitration:  
If you or we refer a dispute or difference to arbitration the following will apply.
- 22.3.1. The arbitrator will be a person:
- Agreed between us and you; or
  - Appointed by the Federation of Master Builders, at the request of either you or us (see condition 22.5)
- 22.3.2. The arbitration will be carried out under the Arbitration Act 1996 and the Construction Industry Model Arbitration Rules 1998  
22.3.3. If the arbitrator:
- 22.3.3.1. Is unable or unwilling to act; or  
22.3.3.2. Becomes unable or unwilling to act; or  
22.3.3.3. Resigns
- You and we can agree a new arbitrator. Or, either you or we may reapply to the Federation of Master Builders to appoint a new arbitrator. This condition 22.3.3 applies as many times as is necessary
23. This contract  
This contract is made up of the cover page; contract conditions and The Works Schedule.  
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 contract is only for the benefit of you and us and no one else.

Our signature

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Your signature (first client)

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Your signature (second client)

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(you should be (or include) the property owner. If the property is jointly owned, you should all sign this contract.)