

Our main obligation – to do the work

1. We will carry out the work:

with reasonable care and skill and to a reasonable standard; by the end of the **work period**.

However, this term does not mean that if we do not complete on time, you can immediately refuse to pay us **and** keep to all building regulations and keep to all legal requirements, which **we** would need to keep to during carrying out the **work**, but only if you have told us in writing about these requirements. Protect the existing floorings, and make good any damage caused during the works.

And, at the end of the contract, **we** will give **you** any guarantees, test certificates and so on which apply to the **work**. **You** should keep these in a safe place for use in the future.

2. Your main obligation – to pay us You will pay us the **price**.

2.1 Interim payments

2.1.1 When the **contract period** is more than 28 days, **we** will be entitled to send **you** **interim bills**.

2.1.2 **We** will send **you** **interim bills** for the value of any work **we** have carried out up to that date, together with the cost of all goods and materials delivered to the **site**.

2.1.3 **You** must pay **us** within 7 days of receiving an **interim bill**.

2.1.4 **Payments split into:**

- **£400** Deposit prior to starting works at agreed date
- **40% upfront payment at the start date**
- **40% interim payment at mid of the job**
- **10% interim payment towards end of the job**
- **5% interim payment when snags are confirmed**
- **5% final payment when job is 100% completed.**

2.2. Final payment

2.2.1 When **we** have finished the **work** (at the completion date), **we** will send **you** the **final bill**.

2.2.2 **You** must pay **us** the **price** within 7 days of receiving the **final bill**.

2.2.3 **We** will give **you** credit, in the **final bill**, for all **interim bills** **you** have paid.

2.2.4 **You** will take and keep **5%** from the **final bill**. **You** must pay **us** this amount at the end of the **defects liability period**, unless there are defects which still need action.

3. **You** must allow **us** enough access to the **site** and keep the site clear of all obstructions, so **we** can carry out the **work**. **We** will maintain the security of the site, ensuring that windows and doors are locked when unattended.

4. Interest

You must pay **us** interest, at the **interest rate**, on any amounts overdue.

5. Starting the work, length of the work and the site

5.1 **We** will start the **work** on the **start date**.

5.2 **You** must make the **site** available to **us** on the **start date** and for the time it takes **us** to carry out the **work**.

6. Withholding payment

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; 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, **you** must give each reason and the amount which applies to it. **You** must confirm any notice given over the phone or face-to-face in writing as soon as possible before or after the due date.

7. Transferring your right to receive insurance money or a local authority grant

You have the right to receive insurance money or a local authority grant. **You** must transfer to **us** **your** right to that money or the grant. **We** will use this amount towards the **price**. **You** must sign the transfer in Schedule B.

8. Materials or goods

8.1 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; **and** fit for their normal purposes.

8.2 We will get any materials or goods **you** ask **us** to, as long as they are available, within a reasonable period.

8.3 **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.

8.4 If, instead of any normal purposes, **you** have told **us** about a special purpose for any materials or **you** should, preferably, confirm this in writing within 14 days.

8.5 We will send **you**, at least 24 hours after the **start date**, a written list of any goods, materials and fixtures at the **site** which **we** need to remove, for the **work period**, to carry out the **work**. **We** will return these at the **completion date**, unless **you** tell **us**, preferably in writing, to get rid of any items.

9. Who owns materials or goods

You will not own any materials or goods delivered to the **site** until **you** have paid **us**.

10. Supplying services

You agree to provide for **us**: toilet and washing facilities; **water**; electricity; and storage space.

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**, if it is **your** fault, **we** will be entitled to claim for any losses and expenses caused.

11. Limits on how or when the site can be used

11.1 **You** are not putting any limits on how or when

11.2 **You** are putting the following limits on how or when the **site** can be used:

11.2.1 working hours may be between 8am and 6pm, **Monday** to **Friday**

11.2.2 **other** [please give details].

12. Changing the work

12.1 If **you** want to **change** the **work**, **you** must: confirm this in writing; and do so within 14 days, if **you** first tell **us**. **We** will then adjust the **price**.

12.2 **We** will carry out any **change** instructed by an **appropriate** local authority or public utility officer, but only after giving **you** written notice.

12.2.2 However, if **you** can change those requirements, while still meeting **your** obligations, **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. 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.

12.3 Every **change** which extra or revised work (As opposed to a change leaving something out) may mean extra costs

Unexpected work

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

13. Our employees or subcontractors or tradesman

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

14. 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.

14.1 If, without reasonable cause, **we**: stop work for 10 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

14.2 If **we** become bankrupt.

14.3 If **we** go into liquidation.

14.4 If **we** make a composition or arrangement with **our** creditors.

14.5 If **we** are wound up.

14.6 If a receiver or manager is appointed over **our** business, unless this is to amalgamate or re-organise the business.

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

15. 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.

15.1 If **you** fail to pay any **interim bill** and still fail to pay for seven days after receiving a written notice **we** send demanding payment

15.2 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).

15.3 If **you** become bankrupt or go into liquidation, or make a composition or arrangement with **your** creditors (or any one or more of these).

15.4 If **you** cause, or attempt to cause, the withdrawal or cancellation of the grant payment or insurance money

15.5 If the **work** is delayed due to **your** fault for more than 7 days in a row

After **we** use **our** right to suspend this contract **we** can end it if **you** are still at fault

16. Extending the contract period

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

16.1 Your delayed instructions or lack of instructions on any one (or more) of the following: the **work**; **changes** to the **work** or **your** choice of **materials**.

16.2 If **we** suspend this contract.

16.3 If the **work** is obstructed by any matter **we** do not control.

16.4 Weather conditions which delay or prevent **us** continuing the **work**.

16.5 Civil commotion, wars, riots and lock-outs.

17. Defects liability period

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

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

17.2.1 Defects due to the conditions of the **site** or relevant property, that existed before **we** began work.

a) If **we** consider that 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.

b) 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 expected before the **work** started.

17.2.2 Defects caused by **you** or any other person or caused by any event, which happens after the **completion date**.

18. Subcontracting

We can subcontract any part of the **work**, but **we** will still be responsible for the **work**.

19. 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**.

Company Registration

Number: 08207835

VAT Number: 231 0693 39



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sales@listertf.co.uk **Mobile:** 07427640466
Email: info@kmbuildinggroup.co.uk
Web: www.kmbuildinggroup.co.uk

Project Address:

Project start date:

Estimated project length:

Working hours: **Monday – Friday (8.30am-5:30pm)**
Saturday (8.30am-1pm)

Customer Details:

Customer Signature & Initials:

Project Manager Signature & Initials: