

CONTRACT between:

(1)..... Of(the "Employer/s")	
AND	
(2)..... Of(the "Contractor")	

The Employer requires the following works to be carried out (the "Works").

.....

.....

.....

At the following site address.....

The named person authorising any Employers/s variations to this contract will be.....

The Contractor is prepared to carry out the Works in return for payment of the Price (as defined).

IT IS AGREED as follows: -

The Estimate/Quotation detailing the Works is number	
The Expected duration of the Works will be approximately	
The Works will commence on	
The Net Price (exclusive of VAT) shall be	
VAT	
The Price (inclusive of VAT) shall be a total of	

Terms And Conditions Of Contract

1) Contractors Obligation

In consideration for the payment of the Price the Contractor agrees to carry out the Works with due diligence and with all reasonable speed in a proper and workmanlike manner. The Contractor will take all reasonable steps to secure the property boundary whilst works are undertaken.

2) Plans, Specifications and Approvals.

- a) Unless agreed otherwise in writing, the Employer must obtain any approvals needed relating to the work and abide by their conditions. It is the Employer's responsibility to pay all the relevant fees. The Employer will be liable to pay the Contractor for any losses and additional costs incurred if the Employer fails to do this.
- b) Any plans or specifications that form part of the description of the Works are attached and have been signed by or on behalf of the parties and form part of this Agreement. It is the Employers responsibility to ensure that the specifications in their drawings comply with planning and building regulations and any other legal requirements, and that they are of sufficient quality to enable the Contractor to complete the Works. The Contractor's responsibility is purely to build to the specifications provided. It is the Employer's responsibility to ensure that any documents they produce are fit for the intended purposes.

3) Site Access

The Employer agrees to make the site available from the agreed start date until conclusion of the Works and to permit access to the Works address to the Contractor at reasonable times.

4) Supplying Services

The Employer will provide, without charge: - [Amend as appropriate]

- (1) Electricity
- (2) Water
- (3) Toilet and washing facilities
- (4) Storage space

5) Variations To The Works

The Contractor may be required by the Employer to carry out additional works, in which case any such works and the fee payable for such works must be agreed in writing between the parties before commencement. Payment for additional works will be billed at the time of the next staged payment. If additional work is undertaken this may delay the completion date of the project. This Agreement binds and benefits both parties and any successors.

6) Payment and Title of Goods

- a) Invoices will be issued by the Contractor on completion of contract/stage/time whichever comes first. Payment is due within 24 hours of receipt of invoice. If the Employer for whatever reason refuses to pay, they must give advance notice of the reasons in writing prior to the payment becoming due.
- b) The Contractor retains the right to charge interest at the rate of 8% above base rate for any outstanding payments. This condition also applies to dishonoured cheques in which an additional fee of £25.00 will be charged per cheque.
- c) Title in the goods or materials supplied under this agreement shall pass to the Employer only on payment of the full amount due for them and until payment is made title shall remain with the Contractor. The Contractor shall be entitled to bring an action against the Employer for the price of any goods and/or materials supplied under this agreement even if title in them has not passed.

d) In the event of the Employer failing to make any payment due under the terms of this agreement or otherwise defaulting in any of his obligations hereunder or becoming insolvent or having winding up proceedings (whether compulsory or voluntary) commenced against him then the Contractor may at its discretion suspend or terminate the supply of any goods and/or services or terminate this agreement and recover any reasonable losses from the Employer.

7) Consequential Losses

The Contractor will not be liable for any loss or consequential liability or damage sustained by the Employer by reason of Act of God, War, Riot, Fire, Government Control, Abnormal Weather, Altered, Late or Incomplete Instructions from the Employer, Delays in obtaining any materials supplied or specifically specified by the Employer, by misuse from the Employer or any Persons not connected in any way to the Contractor or any other circumstances beyond the Contractor's control.

8) Subcontracting

The Contractor may Sub-Contract or assign at its discretion all or any part of its obligations under this contract but will remain responsible for the Works.

9) Joint Liability

Where the Employer consists of two or more people then liability on the part of the Employer under this agreement shall be deemed to be joint and several.

10) Arbitration

Without prejudice to the legal rights of either party, any dispute or difference arising out of or in connection with this contract shall be determined by the arbitration of a single arbitrator who failing agreement shall be appointed by the Institute of Arbitrators or a similar body.

11) Completion Date

The Contractor will make every reasonable effort to complete the Works within the timeframe specified.

This date will be extended to take account of: -

- a) Any delays or absence in receiving instructions from the Employer regarding the Works or any changes to the Works
- b) Adverse weather conditions
- c) The Contractor having due cause to suspend the contract
- d) Any other delay not under the control of the Contractor

12) Delays To The Work

If work is delayed or interrupted due to the fault of the Employer or the Employer's nominated materials supplier then the Contractor will be entitled to be paid for any losses or additional costs incurred.

13) Stopping Work

If an Employers scheduled payment is unpaid the Contractor reserves the right to cease further works for up to 10 days

until cleared funds are received. If after 10 days payment has still not been received the Contractor reserves the right to

end the Works immediately. If the job is ended in this manner the Contractor will be entitled to be paid for any costs

incurred in ending the Works including any loss of profit which would have been expected had the Works been completed in full.

14) Health & Safety

The Contractor will be responsible for the Health & Safety issues relating to the Works and will take all practical steps to:

- a) Prevent or minimise health and safety risks to the client and others living in or visiting the premises.

- b) Minimise environmental nuisance, disturbance, or pollution from the work.
- c) Ensure that any temporary protection for the work is safe and weatherproof.

The Employer will:

- d) Take notice of all warnings the contractor gives about any health and safety or environmental risks which they are taking measures to prevent or minimise.
- e) Not knowingly allow people living in or visiting the premises, particularly children, to be exposed to any dangers from the work.

15) This contract is for the benefit of the Employer and the Contractor and no one else. This Contract is governed by the law of England and Wales.

I accept these Terms and conditions of contract and agree to abide by its terms.

SIGNED Name

 Signed by or on behalf of the Contractor

I accept these Terms and conditions of contract and agree to abide by its terms.

SIGNED Name

 Signed by the Employer

SIGNED Name

 Signed by the Second Employer

THIS AGREEMENT is made the.....day of20...



TRUSTMARK
 Government Endorsed Quality



5) Schedule of Payments

Ref	Category	Net Value	VAT	Gross Value	Payment Date
1			0	0	
2			0	0	
3			0	0	
4			0	0	
5			0	0	
6			0	0	
7			0	0	
8			0	0	
9			0	0	
10			0	0	
11			0	0	
12			0	0	
13			0	0	
14			0	0	
15			0	0	
16			0	0	
Totals			0	0	

6) Amendments or Additions To The Terms And Conditions

Date	Item	Signed by or on behalf of the Contractor	Signed by or on behalf of the Employer

Amendments to the Works

At the following site address.....

(1)..... "Employer/s")	(the
AND	
(2)..... "Contractor")	(the

The Employer requests amendments to the "Works" as notified on.....(Date) by.....(Method of notification e.g. fax).

.....

Reference	Amendment Details	Price
		Net
		VAT
		Total

I confirm this amendment to the Works and accept the price.

SIGNED Name Date.....

Signed by the Employer

SIGNED Name..... Date.....

Signed by the Contractor

[Both parties to sign 2 copies, each keep 1 copy]

Notice of Your Right to Cancel This Contract

Trader Name & Address: _____

Date of Contract: _____

Reference Number: _____ (Or other information used to uniquely identify the Contract or Offer)

You have the right to cancel this Contract if you wish and you may exercise this right by delivering, or sending (including by Electronic Mail) a Cancellation Notice to *(insert your Name or Trading Name)* at any time within the period of 14 days starting with the day of receipt of this Notice.

(Next, insert the Name and Address (including any Electronic Mail Address as well as Postal Address), of a Person to whom a Cancellation Notice may be given).

This Notice of Cancellation will be deemed to have been served as soon as it is posted or sent (or in the case of an Electronic Communication, from the day it is sent).

If you wish to cancel this Contract you may use the Cancellation Form provided if you wish.

You may be required to pay for the Goods or Services supplied if the performance of the Contract has begun with your written agreement before the end of the cancellation period.

Work Starting Before End of Cancellation Period

If you agree work can start before the cancellation period ends you should sign below.

I/We* agree (insert Business Name) may commence work on _____ (*date*), before my cancellation period has ended. (** Delete as appropriate*).

I understand if I/We* decide to cancel within fourteen days, I may be asked to pay for any work done before cancellation, or for any loss of profits caused by cancellation.

Signed: _____

Date: _____

Cancellation Form

If you wish to cancel this Contract you **MUST DO SO IN WRITING** and deliver personally or send (which may be by Electronic Mail) this to the Person named below. You may use this Form if you want to but you do not have to.

(Complete, detach and return this Form **ONLY IF YOU WISH TO CANCEL THE CONTRACT**).

To: _____ (*Insert the Name/Address of the Person to whom the Notice should be sent*).

I/We (*delete as appropriate*) hereby give Notice that I/We (*delete as appropriate*) wish to cancel my/*our* (*delete as appropriate*) Contract: _____ (*you must insert the Reference Number, Code and other details to enable the Contract or Offer to be identified, you may also insert the Name and Address of the Consumer if you wish*).

Signature: _____

Name and Address: _____

Date: _____