

CHESWORTH BROTHERS (BUILDING CONTRACTORS) LTD. TERMS & CONDITIONS

OUR MAIN OBLIGATION – TO DO THE WORK

Chesworth Brothers 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 Chesworth Brothers 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 Chesworth Brothers would need to keep to in the course of carrying out the work.
- at the end of the contract, as long as you pay all amounts due, Chesworth Brothers will give you any guarantees, test certificates and so on which apply to the work. You should keep these in a safe place in case you need them in the future.

YOUR MAIN OBLIGATION – TO PAY US

You will pay Chesworth Brothers the agreed price.

Interim payments

- When the contract period is more than 28 days, Chesworth Brothers will be entitled to send you interim bills.
- Chesworth Brothers will send you interim bills for the value of any work Chesworth Brothers have carried out up to that date, together with the cost of all goods and materials delivered to the site.
- You must pay Chesworth Brothers within 7 days of receiving an interim bill.
- You will take and keep 2.5% from all interim bills (the retention). Both you and Chesworth Brothers must put initials next to that amount.

Final payment

- When Chesworth Brothers have finished the work (at the completion date), we will send you the final bill.
- You must pay Chesworth Brothers the price within 21 days of receiving the final bill.
- Chesworth Brothers will give you credit, in the final bill, for all interim bills you have paid.
- You will take and keep 2.5% 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.

Valuations

Unless you have employed a third-party certifier and they have issued a payment certificate, the value due will be the value (valuation) Chesworth Brothers have given the work carried out up to that date.

Payment

Within five days of receiving any interim bill or the final bill you must give us written notice showing how much you plan to pay, as long as:

- Chesworth Brothers have met our obligations under the contract; and
- no set-off or abatement was allowed to be claimed.

Access

You must allow Chesworth Brothers enough access to the site and keep the site clear of all obstructions so we can carry out the work.

Interest

You must pay Chesworth Brothers interest, at the interest rate, on any amounts overdue.

Permission

Unless Chesworth Brothers agree otherwise in writing, you must get all forms of permission you need before we start the work 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. When the work is completed.

Materials or goods

Any materials or goods Chesworth Brothers 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.

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

Chesworth Brothers will not be liable for:

- the satisfactory quality of any materials or goods you provide. If, instead of any normal purposes, you have told us about a special purpose for any materials or goods, you should confirm this in writing within 14 days.

Chesworth Brothers will send you, at least 24 hours before 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. Chesworth Brothers will return these at the completion.

Who owns materials or goods

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

Responsibility for the documents

You are responsible for making sure the details shown in the documents meet all legal requirements (including planning and building regulations) and you must pay all relevant fees. If Chesworth Brothers are not responsible for the details shown in the documents and we did not prepare those documents. Our obligation is simply to build to the details shown in those documents. Chesworth Brothers will be responsible for the details of any documents we produce.

Responsibility for loss and damage and insurance

You are responsible for any loss of and damage to any existing structures and contents, unless it falls within Chesworth Brothers obligations. You must take out and keep an adequate insurance policy for your liability. Chesworth Brothers will be entitled to see this policy. You are NOT responsible for insuring the work.

Our obligations

Chesworth Brothers will only be responsible for any loss or damage to any existing structures and contents caused by our negligence or the negligence of any person we are responsible for. If part of the loss and damage is caused by someone else, Chesworth Brothers will only pay our share. You and we must keep to the terms and exclusions of the insurance policy. If you or we fail to do this, the insurance may no longer be valid.

Supplying Services

Water, electric and toilet facilities to be negotiated at tender stage.

Changing the work

If you want to change the work, you must confirm this in writing. Chesworth Brothers will then adjust the price. The price will be adjusted by written agreement beforehand. Every change may mean extra costs.

Unexpected work

If unexpected work arises, Chesworth Brothers will tell you and ask how you want us to proceed.

Health and safety

We will be responsible for all health-and-safety issues relating to the work.

Delay or disruption

If the work is delayed or lasts longer than expected for any reason (other than our fault), Chesworth Brothers will adjust the price accordingly. If it is your fault, Chesworth Brothers will be entitled to claim for any losses and expenses caused.

Defects liability period

During the defects liability period Chesworth Brothers will put right any defects in the work due to faulty workmanship or materials. Chesworth Brothers will not charge you for this.

However, Chesworth Brothers will not be responsible for any one (or more) of the following defects:

- Defects due to the conditions of the site or relevant property, that existed before Chesworth Brothers began work.
- If Chesworth Brothers 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. Chesworth Brothers 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, it will be at your risk.
- 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.
- Defects caused by you or any other person or caused by any event, which happen after the completion date.

Subcontracting

Chesworth Brothers can subcontract any part of the work, but Chesworth Brothers will still be responsible for the work.

Clearing the site

Before the completion date, Chesworth Brotherse will remove all rubble, surplus materials, rubbish, tools and scaffolding on the site and leave it clean and tidy. Chesworth Brothers will not be responsible for removing any items you, or any person we don't control, place on the site.

Terms & Conditions

You and Chesworth Brothers agree the terms and conditions. Signing this document will mean that you and Chesworth Brothers have various legal obligations to each other.

Your Name: (Print)

.....

Your signature:

..... Date

You should be (or include) the property owner.