

## TERMS & CONDITIONS

### **1. Definitions**

Throughout these terms 'the Supplier' refers to J Cross Builders Ltd of 1A Ivy Way, Folkestone, Kent CT19 6HW; 'the Customer' refers to the householder or person instructing the work to be done; and 'the works' refers to the work in the quotation/agreement (being of the same meaning for purposes of these terms and conditions) of which these terms and conditions form part and taken as a whole comprises all the terms of the contract..

### **2. Date of Contract and start date**

The date of the contract is that on which the quotation/agreement is signed and presented to the Customer. Where possible the start date for the works will be agreed at the time of contract. If agreeing the start date is not possible at the point of contract the Supplier will endeavour to carry out the works as early as is practicable or at a time suitable to the customer and will give the customer as much notice of the start date as is reasonably possible.

### **3. Scope of works**

- 3.1 The works comprised in this contract is that which is stipulated in the quotation and discussed with the Customer at the time the quotation was given and includes only such additional or preparatory work which could be ascertained as required to be carried for the purposes of fulfilling the contract at the time of the inspection and upon which the quotation was made.
- 3.2 If whilst the works are being undertaken extra and/or remedial work which was not previously noted is required (for example only: replacing decayed timbers) then the detail of such work will be notified to the customer together with the cost of carrying out such work and if instructed to carry out the work then the cost of the same shall form a separate contract subject to these terms and conditions, notwithstanding that the 2 contracts are invoiced together.
- 3.3 The detail of the work contained within the contract is a statement of works to be undertaken and does not constitute a survey of the property nor is it intended to be relied upon for any structural or valuation purposes.

### **4. Period of works**

Time is not of the essence as regards the time taken to complete the works. Time frames are guidelines and although we will endeavour to complete the works in the timeframe estimated we cannot be held liable for any extra time taken to carry out the works. Any delay in completion will not incur any changes to the price of the contract unless the contract is for work at an hourly rate.

### **5. Materials & Guarantees**

- 5.1 All materials will be provided by the Supplier unless otherwise agreed at the time of the contract.
- 5.2 Materials supplied by the Supplier will be of a suitable quality and fit for their purpose.
- 5.3 Where appropriate, materials will be covered by the manufacturer's guarantee and the Supplier cannot offer any further warranty, guarantees or assurances as to their quality or conformity with regulation.
- 5.4 In the event the customer supplies their own materials the Supplier provides no warranty or guarantees whatsoever as to quality or suitability of such materials and the Customer is required to satisfy themselves as to manufacturer's warranties.
- 5.5 The Supplier guarantees his workmanship as regards the roof work for a period of 2 years. Unless expressly agreed otherwise, the Supplier cannot guarantee any cement work or lead work.

## **6. Access & amenities**

- 6.1 The Customer agrees to provide all necessary access at all times to the Supplier to carry out the contracted works and any additional works agreed under this or any separate contract.
- 6.2 The Customer is to ensure adequate access to the building and that there is room for scaffolding where required and to obtain any necessary consents for access to neighbouring land. If such consents are not obtained and the work cannot proceed the customer will be liable to the supplier for his time and/or work done on a *pro-rata/quantum meruit* basis.
- 6.3 The Customer must remove any items or property in the vicinity of the area where the work is to be carried out to ensure such are not damaged. The Supplier will not be liable for any damage to such items of property which occurs due to a failure to remove them. Where such items or property belong to third parties the customer accepts responsibility for ensuring the third party is informed of the risk.
- 6.4 The Customer is expected to provide electrical power, running water and toilet facilities where reasonably practicable.

## **7. Insurance**

Irrespective of any insurance carried by the Supplier, the Customer should inform his insurer that buildings works are to be carried out at the property and satisfy himself that he is adequately covered by insurance. Unless expressly agreed the Supplier is not liable for the loss of or damage to the works, materials on site, or any property belonging to the customer unless the same is caused by the negligence of or breach of contract by the Supplier.

## **8. Payment**

The Customer shall pay 50% of the contract price (the initial payment) on the day that the works are due to commence or upon which materials are delivered. The Customer shall pay a further 40% (the second payment) upon the works being completed and the final [10%] once snaggings have been attended to.

## **9. Completion**

The works shall be deemed as completed when all the work set out in the contract has been carried out but prior to snaggings, adjustments or rectifications.

## **10. Snaggings**

Following completion of the works the Customer shall bring to the attention of the Supplier within 2 days any snaggings, adjustments or rectifications not already notified which require attention and upon the Supplier attending to these snaggings the Customer shall make the final 10% payment and shall not be entitled to retain the final payment after the Supplier has attended to those snaggings.

## **11. Dispute Resolution**

- 11.1 Any disputes arising relating to the product and/or workmanship shall be referred to an independent surveyor who shall decide whether any further rectification is required and if so, the Supplier shall undertake such rectification within a reasonable time and pay the arbitration costs.
- 11.2 If the arbitrator does not find fault with or rectification to be required to the works the Customer shall pay the cost of arbitration.
- 11.3 The Customer shall not be entitled to withhold payment of any part of the contract price or entitled to enter the arbitration process until the full contract price is paid.
- 11.4 Neither party shall resort to litigation unless they have exhausted the ADR process.

## **12. Repudiation**

- 12.1 If the initial payment is not made by the Customer at the due time then the Supplier is entitled to delay the start until the sum is paid and if the delay in payment is more than one day the Supplier is entitled to treat such non-payment as a repudiation of the contract by the Customer.
- 12.2 If the second payment is not made by the customer at the due time then the Supplier shall not be required to attend to the snaggings, adjustments or rectifications until such time as it is paid and if the payment remains outstanding for more than 7 days is entitled to treat the contract as repudiated and recover the full outstanding balance of the contract, together with contractual interest.
- 12.3 The contractual rate of interest for late payment is 5% per month.
- 12.4 If the Supplier fails to carry out or complete the work after commencement (save as to an event wholly outwith the control of the Supplier) the Customer is entitled to a refund of all monies paid for the work less the cost of materials supplied, title of which shall pass to the Customer.

## **13. Customer right of cancellation**

- 13.1 The Customer shall be entitled to cancel the contract in writing at any time prior to the date of the commencement of the work (and for no less than 7 days after signing the contract) without incurring any financial liability, except where the customer requires the work to be commenced within the cancellation period. Cancellation shall be made by returning the cancellation form attached (please note the terms in the cancellation notice).
- 13.2 In the event that the Customer seeks to cancel the contract on the date of the commencement of the work or following delivery of the materials the customer shall be required to pay the initial instalment but shall not be liable for further payment unless the cost of the materials purchased on his behalf is greater than the initial payment in which event he shall in addition pay the difference.
- 13.3 If the Customer seeks to cancel the contract after work has commenced but prior to completion the Customer shall pay for all materials purchased for the contract together with a proportion of the remaining contract price calculated by reference to the amount of work completed or the proportion of the days worked (by reference to the days required to carry out the full contract) whichever is the greater, such payment becoming due immediately as the second payment and clause 12.2 shall take effect.
- 13.4 If any payment due under this clause is not made within 7 days then such payment sum shall attract interest at the contract rate from the date due to be paid until the date of payment.

## **14. Supplier right of termination**

The Supplier shall have the right to terminate the contract immediately in the event of:

- i. failure by the Customer to make a payment on time or as stipulated in these terms;
- ii. any breach of these terms by the customer;
- iii. aggressive or rude behaviour, racism, nationalism, sexism or ageism directed to the Supplier, employees or agents;

and in such circumstances shall be entitled to payment of the full contract price.

## **15. Title to materials**

The title to all materials supplied shall remain vested in the Supplier until the initial payment (or the price of the materials) is paid in full and in the event that any subsequent payment is not made at the time when due the Supplier shall retain a lien upon the materials until such payment and interest due thereon is paid.

## **16. Law**

The applicable law governing this agreement is the law of England and Wales.

**CANCELLATION NOTICE**

**SUPPLIER:** Cross Builders  
1A Ivy Way  
Folkestone  
Kent  
CT19 6HW

Customer Ref:.....  
Customer Name.....  
Address:

You have the legal right to cancel this contract within 14 days of the signing thereof and without incurring any liability except as follows:

If the work is emergency or essential work which has been carried out and completed and/or if you have requested the work be carried out on a specific day or date which is less than 7 days from the date the contract was signed, then you will be liable to make payment for the work or for that proportion of the work which was done prior to any cancellation.

If you wish to cancel the contract you **MUST DO SO IN WRITING** and deliver personally or send (which may be by electronic mail) this to the company at the address above. You may use this form if you wish to but you do not have to – you may deliver a letter of cancellation. It is deemed served as at the date of posting or delivery.

I/we,..... wish to cancel our contract with J Cross  
Builders Ltd:

reference number..... dated..... .

Signed:  
Name:

Date: