

Home Improvement Contract

This Agreement is made between the parties:

The "Customer"

of

Telephone No.: Mobile:

and

The "Contractor"

of

Telephone No.: Mobile:

Public Liability Insurance Policy No..... Expiry Date

VAT Registration No.:

Site address of property where work is to be carried out

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1. Description of the Works

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Full details of the Works are in the following documents

Tick *(one or more as appropriate)*

The Contractor's quotation dated

Specification dated

Drawings Reference Number(s)

Other documents (specify)

(The Customer and Contractor should sign the documents ticked above. The original(s) should be held by the Customer with their copy of the Contract).

2. Contractor's Responsibilities

The Contractor will:-

- 2.1 Carry out the Works with reasonable skill and care and in accordance with the documents listed in clause 1 above and in accordance with all relevant Building Regulations and other statutory requirements.
- 2.2 Use new materials except where the Customer agrees otherwise in writing. The Contractor shall carry out the Works using appropriately qualified and skilled workers.
- 2.3 Commence and finish the Works within the Works Period or any extension made to the Period.
- 2.4 Keep the working areas clean and tidy and store away tools and ladders and clear up and remove all rubbish at the end of each day.
- 2.5 Carry out the Works in a way that does not cause risk of injury or damage to the Customer or anyone else living at or visiting the Site or to pets.
- 2.6 Warn the Customer of any Health & Safety risks that may arise during the course of the Works.
- 2.7 Be responsible for any damage caused to the Site property or its contents or to neighbouring properties.
- 2.8 On Completion the Contractor shall hand over to the Customer all certificates, instruction books, receipts and guarantees for any equipment supplied as part of the Works (as Amended).
- 2.9 The Contractor must ensure that the Site is kept secure and weatherproof at all times and that materials are securely stored and protected.

3. Customer's Responsibilities

The Customer will:-

- 3.1 Provide continuous access during the hours of 8 a.m. and 5 p.m. Monday to Friday. The Customer must allow the Contractor access to the working areas to enable the Contractor to complete the Works on time.
- 3.2 Allow the Contractor to use Electricity* / Toilet facilities* / Telephone* / Water* free of charge. (*Delete any that are not applicable).
- 3.3 The Customer must remove all delicate or fragile items from the working area before the Works commence.
- 3.4 Keep the working areas clear of obstructions to allow the Contractor to carry out the works.
- 3.5 Let the Contractor carry out the Works in the order decided by the Contractor.
- 3.6 Take notice of Health & Safety warnings given by the Contractor during the course of the Works.
- 3.7 Not knowingly permit children or persons visiting the Site to be exposed to potential hazards while the Works are carried out.

4. Approvals

- 4.1 The Customer* / Contractor* will apply for Planning Permission.
- 4.2 The Customer* / Contractor* will apply for Building Regulations Approval
- 4.3 The Customer* / Contractor* will apply for Listed Building Consent
- 4.4 The Customer* / Contractor* will apply for Party Wall Consents or Awards
(*Delete one or both on each line as applicable)
- 4.5 Work will not commence prior to the granting of any necessary Approvals that are required except that work may commence prior to obtaining Building Regulations Approval provided that the Local Authority is notified at least 48 hours before commencement.

5. The Cost

- 5.1 The cost for the Works as described in this Agreement is: £.....including VAT if applicable.
- 5.2 The cost shall be itemised in the Contractor's Quotation.
- 5.3 The cost shall include fees paid by the Contractor in respect of applying for any Approvals detailed above. If the work does not proceed then the Customer will pay the Contractor the full amount of making the applications.
- 5.4 The Contractor has inspected the site and agrees that the Cost includes everything necessary to carry out and complete the Work.

6. Payment

6.1 The Customer shall pay the Contractor the total contract sum being the agreed price for the Works referred to under clause 1, increased or decreased by the cost of any instructed Amendment under clause 8 below.

6.2 On Completion of the Works, or a stage of the Works as defined below, the Contractor is to send an invoice to the Customer for the amount due. The invoice must itemise the Works completed, the amounts due and VAT if applicable. The Customer shall not pay more than **95%** of the total contract sum on Completion.

6.3 The Customer is to pay to the Contractor the total contract sum referred to at Clause 6.1 above, either:

6.3.1 In one amount on Completion within 14 days of receiving an invoice; or

6.3.2 In stage payments as follows:-

Stage 1: £_____ (inc. VAT) on completion of

Stage 2: £_____ (inc. VAT) on completion of

Stage 3: £_____ (inc. VAT) on completion of

Each stage payment shall be payable within 14 days of receiving an invoice for that stage.

*Delete either **6.3.1** or **6.3.2**. If neither is deleted then 6.3.1 shall apply.*

6.4 Completion means the completion of the Works stated in Clause 1 above together with any instructed Alterations but excluding the rectification of any minor defects.

6.5 Within three months of Completion the Customer may notify the Contractor of any defects that require rectification and the Contractor shall rectify those defects. The Customer shall pay the remaining **5%** of the total contract sum within 14 days of the rectification of the defects.

7. The Works Period

7.1 The Contractor shall start the Works on (date)

and complete the Works by (date)

The Works shall be considered finished when everything detailed in this Contract and the accompanying papers has been properly completed.

7.2 The Contractor must carry out the Works between the hours of 8 a.m. and 5 p.m. Monday to Friday. Work may only be carried out or deliveries made to the Site outside of these times by prior agreement with the Customer.

8. Alterations to the Works

8.1 If the Customer wishes to make an Alteration to the Works, the Customer must ask the Contractor for a price and specification. The Contractor must not carry out any Alteration without first agreeing the specification and price with the Customer. Once the Customer has the written price and specification of the Alteration, the Customer must decide whether or not to proceed with the Alteration.

8.2 If the Customer instructs the Contractor to make an Alteration to the Works the detailed Quotation showing the exact changes to the Work and the cost revision (either increased or decreased as appropriate to the Alteration) will be signed by the Customer and the Contractor.

8.3 The Cost for the Works detailed in this Agreement together with any increases or decreases made to the Work and detailed in writing as described above shall be the Total Cost.

8.4 If the Customer instructs an Alteration to the Works, the date for Completion may be altered accordingly by agreement between the Customer and the Contractor at the time the Alteration instruction is agreed.

9. Insurance

9.1 The Customer must notify the buildings and contents insurers of the Site that the Works are to be done.

9.2 The Contractor must have the appropriate "Contractors All Risks" insurance, Public Liability Insurance; and if applicable Employers Liability insurance.

10. Terminating the Contract

10.1 The Customer may terminate this Contract if the Contractor:

10.1.1 fails to carry out the Works in a competent and proper manner; or

10.1.2 is not at the property regularly to carry out the Work; or

10.1.3 fails to meet Health & Safety or Environmental responsibilities

and the matter is not resolved within seven (7) days of a written warning notice being issued to the Contractor.

10.2 The Contractor may terminate this Contract if the Customer:

10.2.1 fails to pay an amount due on time, without having good reason; or

10.2.2 fails to allow the Contractor proper access to the Site premises to carry out the Works

and the matter is not resolved within seven (7) days of a written warning notice being issued to the Customer.

10.3 If either party becomes insolvent then this contract will be terminated unless an appointed administrator makes suitable provision for the continuance of the contract.

10.4 In the event that this Contract is terminated by either party, the Contractor is entitled to be paid a fair price for the Works done by him, taking into consideration the cost under Clause 5 and the cost incurred by the Customer in having an alternative contractor to complete the Works.

11. Disputes

11.1 The parties may start court proceedings to resolve any disputes.

11.2 The parties agree that any dispute arising from this Contract may be decided by an Adjudicator appointed at the request of either party by an adjudication scheme run by one of:

11.2.1 The Royal Institute of Chartered Surveyors (RICS); or

11.2.2 The Royal Institute of British Architects (RIBA); or

11.2.3 The Chartered Institute of Arbitrators

Where agreement can not be made on which scheme to use then 11.2.1 shall be used.

The Contractor will be responsible for paying the adjudication fees to the selected scheme. Once the Adjudicator has made their decision known, the Customer will pay **50%** of the fees to the Contractor. The decision will be final and binding unless either party commences court proceedings within 28 days of receiving the decision in which case the decision is binding on the parties until the court decides otherwise. The parties shall co-operate fully with the Adjudicator and shall comply with their directions and orders for the purposes of resolving the dispute.

12. Law

The Law of England and Wales applies to this contract.

Signed by the **Customer** Print Name

Signed by the **Contractor** Print Name

Date.....

Note: If this contract is signed on the Customers own premises then the Contractor will allow a seven day cooling off period before the terms and conditions above take effect.