

General Conditions

This document has been written in order to obtain fair competitive prices for the work and to provide a guide to **our** requirements with the intention of preventing misunderstandings and clarifying responsibilities.

Special meaning of words

we, us, our : mean the clients XXX.

you, your, he, his : mean the contractor.

1. Contract Documentation

The following documents will form the basis of any contract (under English Law) resulting from **our** acceptance of **your** offer.

- 1.1. This document of “General Conditions”
- 1.2. **Our** brief
- 1.3. Drawing No. 863
- 1.4. Structural engineer’s drawings and calculations
- 1.5. **Your** offer
- 1.6. **Our** letter of acceptance
- 1.7. Change of work forms signed by **you** and **us**

2. Contractor’s (Your) Expertise

- 2.1. **We** assume that **you** have the necessary expertise, experience and technical knowledge to carry out the work detailed in a proper manner and a returned price will constitute an assertion that this is the case.
- 2.2. Where **you** carry out any additional design and drawing work, **you** shall take full responsibility for all elements of such additional design, structural integrity and accuracy of measurements, and acquiring any required approvals for building work resulting from this work.
- 2.3. Where the work includes any additional design, **you** shall indemnify **us** against any defects arising from this design, for a period of no less than 10 years.

3. Drawing and Specifications

- 3.1. **You** shall understand that the brief is not exhaustive in its detail but is a guide to **our** requirements.
- 3.2. **You** shall allow in **your** price for all work that would reasonably be required in order to provide a complete and finished job to good standards and to meet the essence of **our** requirements. The same shall apply to any drawings provided by **us**.
- 3.3. In the event of any conflict or apparent error or lack of detail within the documents or drawings, **you** are to allow for the most expensive option when pricing, or to indicate in **your** tender the assumptions made and query the matter with **us** before commencing work.

4. Site Survey

- 4.1. **You** are deemed to have carried out any necessary inspection of the property and to have taken any dimensions required in order that **your** price accurately reflects the amount of work involved.
- 4.2. Claims for unforeseeable work will not be entertained where the work could reasonably have been anticipated by thorough survey.
- 4.3. Any areas where **you** feel that unforeseen work may arise, i.e. where prior inspection is impossible, should be highlighted in the quotation.

5. Statutory Requirements

- 5.1. All work and materials must comply with the Building Regulations and the requirements of the Building Control officer.
- 5.2. **You** are to arrange any inspections required by the Local Authority.

6. Health & Safety and Protections

- 6.1. **You** shall be entirely responsible for health and safety of all operatives and take all practical steps to ensure the safety of people living at the site address, any visitors to the property and the public whilst working on the property.
- 6.2. **You** shall also be responsible for the care and protection of **our** property, the new construction and any materials and equipment supplied for the works.
- 6.3. **You** shall have valid public liability insurance to cover all conceivable eventualities, evidence of which will be required prior to the commencement of any work.

7. Approvals

- 7.1. Any approval by **us** of drawings produced by **you** shall be approval in principle only. No approval will negate the responsibility of the contractor to apply his expertise and meet all elements of the **our** brief and requirements for good working practice.

8. Workmanship, Materials and Guarantee

- 8.1. All work shall be carried out in accordance with good working practice and shall provide a good standard of finish.
- 8.2. All materials shall be new unless otherwise agreed with **us** and, where visible on completion of the work, of appearance agreed with **us**.
- 8.3. Only materials suitable for their purpose shall be used.
- 8.4. **You** should advise **us** if **you** believe that any specified element is unsuitable.
- 8.5. All workmanship and materials shall be guaranteed for a minimum period of 12 months. This guarantee shall not prejudice **our** position in law or affect specific guarantees given on relevant items of work or the right of the client to make any claim in respect of latent defects.

9. Site Issues, General Conduct and Security

- 9.1. **We** will make the site available to **you** on the start date and for the time it takes **you** to carry out the work.
- 9.2. **You** shall only carry out work on the site between the hours of 07:00 and 18:00 Monday to Friday and 08:00 and 13:00 on Saturdays.
- 9.3. **We** will provide access to an outside water tap and electricity.
- 9.4. **You** will provide toilet & washing facilities for the site.
- 9.5. **You** shall carry out all work in a manner that minimises inconvenience to **our** household and neighbours whilst maintaining progress.
- 9.6. All tools and equipment shall be neatly stored at the end of each working day and dustsheets, screens, boarding, etc. Shall be employed to minimise the spread of site dust and debris.
- 9.7. **You** shall be responsible for the security of **your** plant and materials.
- 9.8. All rubbish shall be regularly removed and skips, accessible to the street, are to be covered when not in use.
- 9.9. **You** shall remove and store/lock any ladders when not in use and take other necessary precautions to minimise the risk to security whilst the work is in progress.

10. Programme

- 10.1. **You** shall, upon receipt of written acceptance of **your** tender, produce a programme of works indicating anticipated start and finish dates and shall progress the works accordingly.
- 10.2. **You** shall write to **us** advising of any delays indicating the reason.
- 10.3. In the event that the works are insufficiently progressed, without good reason and it becomes clear that the completion date will not be met, **we** will issue a default notice.
- 10.4. If no substantial progress is made or reasonable explanation given within 14 days, **we** reserve the right to terminate the contract forthwith and have the work completed by others.
- 10.5. Any costs arising will be deducted from **your** account.
- 10.6. Action may be taken to recover any losses in excess of the amount outstanding.
- 10.7. If the contractor is unable to start work with four weeks of the date agreed prior to the receipt of an order, the client reserves the right to cancel the contract.

11. Variations

- 11.1. **We** reserve the right to vary the specified works by additional, omission or alteration.
- 11.2. Any variations, whether initiated by **us** or resulting from occurrence during the course of the work, must be agreed in writing.
- 11.3. The contract conditions shall apply to any variations as if they were part of this enquiry.
- 11.4. Where variations are likely to increase the price of the work, **you** are to submit a price for the extra work or agree with **us** the method of pricing before the work proceeds.
- 11.5. Extra work carried out without written agreement may not be paid for.

12. Main Contractor's (Your) Responsibility

12.1. Where the contractor (**you**) who is the party to this agreement is employing specialist trades to carry out part of the works **he** shall remain responsible for all subcontracted works as if they were **his** own, and for any necessary co-ordination and the timely passing of any instructions.

13. Disputes

13.1. In the event of a dispute, other than a breach of contract the parties shall agree on a suitable mediator or arbitrator. If the parties cannot agree on a suitable arbitrator, an independent arbitrator shall be appointed by the Chartered Institute of Arbitrators and the parties shall be bound by the appointed arbitrator's adjudication and his apportionment of costs.

14. Costs

- 14.1. All prices quoted are to include VAT (where VAT is chargeable).
- 14.2. **We** will pay you in stages on completion of work.
- 14.3. Before **you** start work, you shall supply **us** with a list of the stages where payment will be due, with an estimate of when **you** expect each stage to be reached.
- 14.4. Each stage payment must be invoiced by **you** no later than 7 days before payment is due.
- 14.5. **We** must pay you within 14 days of the payment due date.
- 14.6. Stage payment is to include only the work **you** have carried out up to the payment date together with the cost of all goods and materials delivered to the site up to the payment date.
- 14.7. Ownership of goods and materials will pass from **you** to **us** when you have received payment from **us**.
- 14.8. **We** will take and keep 5% from each stage payment (the retention).
- 14.9. When **you** have finished the work and the Building Control "Final Certificate" has been obtained **you** will send **us** the final bill.
- 14.10. **We** must pay the price within 21 days of receiving the final bill.
- 14.11. **We** will take and keep 5% from the final bill (the retention).
- 14.12. **We** will pay **you** the retention (5%) 6 months after the completion of the works (the defects liability period), unless there are works still requiring action.
- 14.13. During the defects liability period **you** will put right any defects in the work due to faulty workmanship or materials. **You** will not charge **us** for this.