

These Terms and Conditions will apply to the contract between You and Us. You and We agree that:

YOUR DUTIES

You will:

1. provide consents, information and licences to Us for the Works;
2. use reasonable skill and care in carrying out Your role;
3. allow or procure access to the Site at all reasonable times; and
 - 3.1.1. remove and store items sensitive to dust migration and site conditions that we cannot reasonably contain with temporary weathering
 - 3.1.2. A 240v electricity supply
 - 3.1.3. Water with mains pressure
 - 3.1.4. Welfare facilities for our employees and subcontractors
4. be responsible for the accuracy of any site information provided to Us; if there are unforeseen site conditions which We could not discover by visual inspection these will be a Change and paragraph 22 will apply;
5. monitor the Works and supervise this Contract; and
6. write to Us to confirm when the Works, including Changes, are practically complete.

OUR DUTIES

We will:

7. conduct site visits and visual, non-intrusive investigations, and satisfy ourselves that we have the competence and resources to fulfil our contract commitments;
8. provide evidence that We have and will keep the required insurances;
9. start the Works on the Start Date and complete the Works by the Completion Date;
10. use reasonable skill and care to [design,] construct and complete the Works so they comply with the standards set out in the Work Documents listed and are to the satisfaction of regulatory authorities;
11. where the Project involves domestic housing, comply with requirements of the Defective Premises Act 1972;
12. ensure the Works and its operations on the Site comply with all laws; and
13. where the Works do not meet the Work Documents or there are defects in the Works arising from Our breach, quickly correct those defects either before completion or during the defects period.

PAYMENT

14. The due dates for regular payments are set out on the Payment Schedule below. The due date for the completion payment is 7 days after the Works (as varied) have reached practical completion and the due date for the defects payment is at the end of the defects period.
15. We will provide You with an invoice on or after the due date setting out the amount due based on the value of those elements of the Works completed since the last invoice, less any retention, and that comply with the Works Documents plus the agreed price or (where not agreed) a reasonable sum for any Changes.
16. The final date for payment for the amount set out in Our invoices is 7 days after its submission.
17. If You intend to pay less than the amounts stated on an invoice, You must send a written notice to Us, at least two days before the final date for payment of that invoice, setting out the amount you intend to pay and the basis for its calculation.
18. If You do not pay the amount stated on the invoice, or (where paragraph 17 applies) Your pay less notice, then We may:
 - charge interest at 8% above base on all overdue invoices until You pay in full;

- provided We give 7 days' notice of this intention, suspend carrying out any of Our obligations under this Contract, until You pay in full. Any additional costs or delays related to this suspension will be added to the Price and/or will extend the Completion Date.

REMEDIES

19. You may inspect and test materials, goods and workmanship to check they comply with the Work Documents. Any failure to meet any inspection or test is a Defect and paragraph 13 will apply.
20. You must within [28 days] of Our written notice explaining that completion is likely to be delayed, extend the Completion Date for delays caused by events outside the control of either party, Changes or Your acts or omissions.
21. Where external circumstances make continuing with the Works temporarily impossible or extremely difficult, before completion either party may require the other to suspend any part of their duties for up to 3 months. You will add the extra costs from the suspension to the Price and extend the Completion Date as suitable.
22. Where circumstances change, including when the cost of the Works may exceed the Price, either party may propose additions, adjustments to or omissions from the Works ('Changes') arising from laws, discrepancies, changes to the Project and other reasons. The parties will try to agree reasonable variations to the Completion Date and the Price before they fulfil the Changes. If the parties cannot agree, We are entitled to a reasonable additional period of time to complete the Works (as varied), and to a reasonable addition to the Price for those Changes.
23. Where there is a serious breach or repeated breaches of this contract, or the Project has been suspended for more than 3 months, either party may end this agreement, by giving 14 days' written notice to the other.
24. Where You are in breach of this Contract We may recover from You all of Our costs occasioned by Your breach on an indemnity basis including all reasonable steps taken by Us and Our solicitors or other professional advisers to remedy the breach or to recover any sum due, save for Our solicitors' costs in adjudication.

GENERAL

25. Title in any goods for the Works (including building materials, pipework, plumbing materials, specialist sealants, resins) will pass to You on payment.
26. We confirm that all materials, goods, designs and documents provided are original and do not infringe the rights of others. We grant a licence to You to use and copy relevant documents for all purposes relating to the Project.
27. The Parties will keep all proprietary or business sensitive information secret and disclose it only for the proper performance of the Contract or when ordered by a competent court.
28. Any change to this Contract must be in writing and signed by authorised representatives of both parties.
29. You agree that We may take photographs of the Works and the Project and use them for publicity and marketing.
30. No third parties are given or can have rights under this Contract.

DISPUTES

31. In the event of a dispute, the laws of England & Wales apply and the English courts have jurisdiction and enforcement powers.

32. Subject to either party's right to adjudicate at any time, the parties shall use their reasonable endeavours to resolve any dispute or difference between them through negotiation or mediation.
33. Notwithstanding any other provision of this agreement, either party may refer a dispute arising under this agreement to adjudication at any time under Part I of the Scheme for Construction Contracts (England and Wales) Regulations (as amended), which Part shall take effect as if it was incorporated into this clause.
34. The adjudicator shall be Christopher Linnett whose website is <http://www.linnett.co.uk/> or if he is not available then an adjudicator nominated by RICS

PAYMENT SCHEDULE

[to be agreed]