

# UPMOST CONSTRUCTION LTD CONTRACT OF WORKS

1. This contract dated \_\_\_\_\_ 20\_\_\_\_ is BETWEEN us the company Upmost construction limited and you (the client) NAME \_\_\_\_\_. We the company will carry out for you, the client under this building contract, the construction works.

The company means Upmost construction limited.

The construction works means all of the work specified in part 1 of the schedule of contract of works.

Building contract price means the aggregate of payments numbered 1 to 7.

Commencement means the date we attend site to prepare or begin the construction works.

Work period means the period of ( ) weeks beginning with commencement.

Completion means the date when (a) all of the construction works are finished (except for minor omissions or defects needing expenditure of no more than 1% of the total cost (set out in the schedule) to remedy them and (b) the building inspector has passed the completed construction works.

2. We will carry out the construction works (initially specified, subject to the condition 17) with reasonable care and skill to a reasonable standard by the end of the work period (as extended in section 4, if it applies), but this does not make time of the essence
3. Commencement will be within ( ) days after the start date. You must make the site available to us for the time it takes us to carry out the construction works.
4. You will extend the contract period by any reasonable period to take into account anyone (or more) of the following: where we need your instructions on the construction works and you have delayed or not given us your instructions, or if we suspend this contract, or if the work is obstructed by any weather or other matter we do not control.
5. You will pay us the building contract price as follows: you must make payments 1 to 7 which you pay direct to the company inclusive to us on account of the construction works carried out up to the relevant date in each case (to include the cost of all goods and materials delivered to site by us up to that date), in each case to be paid within 14 days of the relevant due date. You must make payment due on completion within ( ) days after completion. You must pay us interest, at the rate of 2% above the bank of England base rate from time to time on the amount overdue.
6. We have agreed the building contract price as a fixed price, subject to condition 17, on the understanding that the construction works are carried out in the method to be decided by us without unreasonable interruption by you or others for whom you are responsible.
7. If a dispute arises, you can only withhold any payment referred to above after its due date if you give us notice before the final date for the payment saying that you are going to withhold payment, setting out the amount you will withhold and the reason for withholding payment or, if there is more than one reason, and the amount that applies to it. You must confirm any verbal notice in writing as soon as possible before or after the due date.
8. You are responsible for the details shown in the plans prepared for you by the person/firm appointed by the company for that purpose meeting all legal requirements (including, planning and building regulations) and being fit for the intended purposes. You must pay all relevant fees in respect of meeting such requirements. We are not responsible for the details shown in the plans referred to above being fit for the intended purpose. Our obligation is to simply build to the details shown in those plans. You must ensure that you obtain all planning, fire and any other consents needed and keep any conditions relating to the construction works (including paying all the relevant fees), and provide adequate plans to us by the authorities.
9. Any materials or goods we supply will be new, of satisfactory quality of the appropriate British standard and codes of practice, and fit for their normal purposes (which you hereby confirm will be solely domestic purposes). We will not be liable for the satisfactory quality of any materials or goods you provide or for whether they are fit for purpose, or for any defects in materials or goods to which exclusion in condition 15 below apply. Our responsibility for the requirements of fire authorities and regulations shall be limited to the supply and fitting of smoke detectors. You will have sole responsibility for determining if any further work needs to be done. We will not have any obligation to carry it out until we and you first agree the scope and additional price of that work as a variation.
10. We will send you, at least 24 hours before the commencement, a list of anything at the site which we need to remove for the work period. We will return these at completion; in addition we recommend you take up floor coverings for the duration of the works. We do not have any obligation to take up any floor coverings or for damage (except if negligent or deliberate)
11. You will not own any materials or goods delivered to site by us or on behalf of us (except those incorporated in the works and which cannot be removed without causing damage) until you have paid us all of the payments in full.
12. You agree to provide for us at your own expense all fittings, water pumps and water heaters as required and any bathroom suite, sweeping/turning handrails, dado rails, and dimmer switches, none of which are included in the building contract price unless otherwise stated in the quote. Our responsibility to carry out the construction works excludes any internal or external decoration (including tiling)
13. Without affecting your other legal rights and remedies, you can end the contract if, without reasonable cause we stop work for 14 days in a row, or fail to work steadily, and you send us a written notice, by recorded delivery, telling us to restart work and we do not do this within 7 days of receiving your notice, or if we bankrupt, go into liquidation, make a composition or arrange with our creditors, are wound up, or if a receiver or manager is appointed over our business, unless this is to amalgamate or re-organise the business. However we can still use our legal rights and remedies.
14. Without affecting our legal rights and remedies, we can suspend or end this contract in one (or more) of the following circumstances: if you fail to make any payment and still fail to pay for 7 days after receiving a written notice we send a recorded delivery demanding payment, or if you, or anyone you employ, or your agent, interfere or obstruct the work or fail to make the site available to us (without good reason) for the work period or other period when we are carrying out the work, or if you become bankrupt or go into liquidation, make a composition or arrangement with your creditors. After b- we use our right to suspend this contract; we can end it if you are still at fault (as specified above). We will be entitled to all relevant payments under condition 5
15. During the defects liability period, we put right (and will not charge you for this) any defects in the work due to faulty workmanship or, unless any of the following exclusions apply: we will not be responsible for anyone (or more) of the following: (a) defects due to conditions of the site or relevant property, that existed before we began work or (b) defects caused by you or any other person or caused by any event which happens after the completion; or (c) anything excluded in section 9.
16. We will be responsible for the work. We do not act as an agent or partner or sub-contractor of the company.
17. Any variations that we agree of the construction works requested by you or us, whether by addition omission or substitution of any work, will only be affective if and when we agree in writing with you, and they will constitute a separate contract with us. Exceptionally, if additional steel beams or materials are required by the structural engineer, or by the building inspector, the construction works shall be varied without you or our first having to agree such a variation, and if we thereby incur any extra costs we shall be entitled to recharge it to you. We will add or deduct from the building contract price the value of variations, either when agreed or any items required by the structural engineer or by the building inspector, and we will confirm the details of the variation and the amendment to total costs (and the consequent alterations to each payment to us) in writing to you. If you require any other additional small works and we agree to carry them out, we will only do so after completion. If we agree to do them before completion and they cause delay to completion you must pay us all of the payments due to us on the same date as they would have been payable if there had been no such delay.
18. If you or we refer a dispute or difference to arbitration, the following will apply. The arbitrator will be a person agreed between us and you. The arbitration will be carried out under the arbitration act 1996 and the construction industry model arbitration rules 1995. If the arbitrator is unable or unwilling to act or becomes unable or unwilling to act, or resigns you and us can agree a new arbitrator.
19. Warranty, the company warrants that the quality of the workmanship shall be of high satisfactory standard. We give a 5 year structural warranty on the work we carry out and not to the existing property. Plumbing work is guaranteed for 12 months. Any poly plumb pipe and fittings come with a 25 year manufacturer warranty, and any faulty pipes or fittings should be addressed directly with the supplier. We will not be responsible for the existing plumbing, or heating system.
20. The company will, as contractor for the client, apply for waivers for any upgrading of existing electrical installations if the authorities require any additional work the client shall be responsible for requesting the electrical contractor to carry out necessary extra work and for agreeing additional payment to the electrical contractor for such work.
21. All party wall matters are to be dealt with by the client. Extra charges apply if further plans or copies of plans are required for party walls etc. If the client fails to get any such consent and the company suffers loss as a result, including any loss of profit, the customer shall be liable to the company for such losses.
22. The company's loft conversions do not usually create difficulties for the electrical, water or central heating supplies or other systems in the property in which the loft conversion is undertaken. However the company have not carried out a detailed survey of the property to determine whether the electrical, water, or central heating supplies or other systems in the property are able to service the loft conversion. If the customer has any concerns about suitability, the customer is advised to have those systems checked by suitably qualified trade persons at the customers own cost prior signing the contract.

## Agreement

This agreement is made up of this document, plans provided to us by the company on your behalf, and the general specifications. Signing this agreement will mean that you and we will have various legal obligations to each other. This agreement is a contract only for the benefit of you and us and no one else

Company signature \_\_\_\_\_ Date \_\_\_\_\_

Client signature \_\_\_\_\_ Date \_\_\_\_\_