

STANDARD DESIRED OUTCOME OF DOMESTIC BUILDING WORKS CONTRACT

1. The object of this form of contract is to provide fair conditions for both the householder (Client) and the workforce (Contractor) and to minimise any additional costs due to work being required which is not implicitly detailed in the contract or drawing. The Contract is intended to outline fair and reasonable terms for both parties. The Client can expect works which function entirely to their intended purpose and the Contractor can expect the agreed fees to be paid at the agreed times. **FOR CONTRACTS UNDER £5,000 VALUE INC VAT.**

Items which are omitted from drawing but should reasonably be expected to form part of the completed works will be deemed to be included in the Contractor's quote. The Contractor should draw on previous contract experience to look at the likelihood of possible "unforeseen" works and inform the Client of any such possibility.

Start Date: 201..... Estimated completion date201.....

Price: £ _____ inc VAT fixed price
payable on completion / payable in installments as Scheduled

Includes

Public liability Insurance Number & Issuer:

.....

Contractor VAT Registration number:

Guarantee Period:

Fixed Price Exceptions through experience (the Contractor having inspected the premises for the work to be carried out:

.....

Arbitration :

Hours of work agreed between the Client and Contractor are as follows

Mon-Fri _____ am to _____ pm , but not in any event afterpm

Sat _____ am to _____ pm but not in any event afterpm

Work to be carried out at: _____

Client will be living in the property during works. YES / NO (delete as appropriate)

Documents Attached:

Parties

Client	Contractor Details:
Signed for the Client	Signed for the Contractor
..... Director

You should also sign at page 5. Any additional materials or specifications should be put in a schedule to be signed by both parties. Payments by installment should be scheduled together with triggers for each payment (such as payment on delivery of site materials, payment on removal of all existing plaster, payment on completion of re-plastering, payment on re-fixing of all woodwork, payment on completion of painting etc).

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2. Insurance-Backed Guarantee

The Directors warrant that they are a member of the Trade Association known as the Confederation of Roofing Contractors and that they will hold and provide an insurance-backed guarantee for a period of 10 years from completion of the work.

3. Description of works: (The works)

As Attached letter

4. Timescale of works

The agreed start date is the date above.

It is expected that the works will be completed by 2 days later or earlier

The work is deemed to have finished when all the works detailed in the contract have been completed.

5. Cost of works

Contract value including any VAT being the sum shown above.

Including plant labour and materials

Includes Scaffolding/Scaffolding towers

Being a Fixed Price

The Client will pay the Contractor of 100% of the contract value (including any variations which have been mutually agreed) on completion of the works and upon supply of a (VAT) invoice in accordance with the terms set out in this contract, detailing the agreed work including an itemisation of items that attract VAT and at the rate VAT is charged and confirmation of the completion of works under the 10 year insurance backed guarantee above referred to.

6. Desired Outcome

The desired outcome of this contract will be:

6.1 Every part of the works will comply with all planning and building regulations and legislation in all forms, which relate to work on domestic installation.

6.2 The responsibility for these permissions (and payment for them) will lie with the Contractor.

6.3 Costs of such permissions should be included in contract value where the Contractor pays them. The Client agrees to reimburse the Contractor for any such costs if the Client decides not to proceed with the works.

7. Payment

7.1 The Contractor shall be paid the full amount contracted, plus the value of any additional work agreed in writing, for a completed job which meets the satisfaction of the Client.

7.2 Work will not start before any necessary planning permission and party-wall consents have been granted.

7.3 The Client agrees a payment schedule as listed with further details, if required, on separate sheet (which should be initialled by and held by both parties. The client should keep the schedule with this contract.)

8. Material to be used

8.1 As stated in attached letter

8.2 Every material and product used during these works will operate in the way intended by the manufacturer.

Manufacturer's recommendations for use will be followed at all times. Where a particular product or material is recommended to work alongside any other product or material, a similar product or material may be used providing it is of the same quality and its manufacture is intended to fulfill the use to which it is put by the workforce above. Materials will always be of a satisfactory standard for the work required.

9. The Contractors Responsibilities

The Directors and the Company confirm and warrant that:

9.1 All materials used will comply with the relevant British Standards and be covered by their manufacturers guarantee and any stated guarantee in the document attached hereto.

9.2 Should any material fail as a result of a manufacturing fault, the guarantee will be pursued by the Contractor until a suitable outcome is achieved which restores the property to the condition described under the terms of this desired outcome contract.

9.3 No financial claim shall be made on the Client for any failing in manufactured materials or products used in the works described above. The Contractor takes full responsibility for the quality of the materials and products used on this contract.

9.4 Over and above any manufactures guarantee, the Contractor will guarantee their own workmanship for the guarantee period and will provide full details of their own insurance backed guarantee for the workmanship by any contractor or individual under their control for any part of this contract.

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9.5 The Contractor will have valid Public Liability Insurance throughout the term of the contract and appropriate insurance for the period of the guarantee.

9.6 The Contractor will advise the local authority at least 48 hours (where required) before he starts work in order to comply with building regulations if required so to do.

9.7 Every care will be taken by the Contractor to protect areas, objects and items not directly associated with the works but where a possibility exists that they could be damaged by the works, including any neighbouring properties.

9.8 The Contractor will take reasonable precautions to minimise any pollution, disturbance or environmental impact created as a result of the works.

10 Additional Charges

10.1 The contractor has inspected or had the opportunity to inspect the premises and shall only charge additional charges where an inspection could not have foreseen or discovered the need for the additional work.

10.2 Any additional chargeable work shall only be carried out with the written consent of the Client subject to the Fixed Price Exceptions through experience as indicated on page 1.

10.3 All such chargeable additional work shall be priced, detailed and agreed on "Additional Work Sheets" and the Contractor shall inform the Client, in writing, of any additional work required over and above that which was originally agreed and that is required to maintain the desired outcome of the contract.

10.4 The Client should indicate approval of any such requests for monies additional to the quoted contract price by signing the sheet. Both parties should hold copies and a copy should be kept with this Contract.

10.5 Additional Charges shall only be levied in good faith.

10.6 The client reserves the right to obtain alternative quotes for additional work providing this activity does not delay the contractor but subject to the client having 24 hours for any such quotes.

11. Functional requirement

11.1 For each new room or area constructed, each operation undertaken in any room or area, and every appliance or fitting used, shall ensure that the functions of that room, rooms, area or appliance operate in a manner appropriate to the use of that room.

(For example, everything that you would expect to happen in a bathroom must happen without incident or problem for the full term of the guarantee).

12. Waste, Toilet and use of drink facilities, site cleanliness

12.1 The use of toilet facilities will be discussed and agreed between Contractor and client. If the Contractor is (by agreement) to use the clients toilet facilities for the duration of the contract they will keep it hygienically clean at all times.

12.2 If the workforce are to provide their own toilet facilities, the cost of this is expected to be transparent on the Client's bill and this too will be kept clean at all times.

12.3 No waste will be disposed of on site except in the appropriate, external, main drainage.

12.4 Rest and break areas are to be kept clean at all times with all rubbish to be disposed of in the appropriate place.

12.5 Facilities for drinks such as use of the kitchen for coffee and tea shall be discussed and agreed between Contractor and client and the Contractor in any event shall only use coffee, tea, milk and sugar.

12.6 If waste skips are to be used they must be placed in areas agreed by the client and a licence must be supplied where required. (Containers on Public Highway).

12.7 When work is not in progress on the site, or any part of the site, the Contractor will keep areas (not being used for work or storage) in a clean and tidy condition.

12.8. The Contractor shall not sub-contract any work to any party unknown to the Contractor unless by permission of the Client. The spirit of this article is to ensure that the Contractor remains responsible for all work undertaken throughout this contract.

13 Legal Duties and Taxes:

13.1 The Contractor shall ensure that all legal duties are performed with regard to the charging of VAT, payment of personal PAYE of employees and corporation tax.

14 Waterproofing and temporary protection

14.1 Any temporary protection that the Contractor provides throughout the work should be safe, weatherproof and not cause noise pollution, which may cause discomfort to the client or their neighbours.

14.2 If the property is not occupied by the Client during the works the Contractor will take all reasonable precautions to prevent intruders entering the premises at all times.

14.3 No person with a criminal record unless rehabilitated shall be permitted on site unless the Client has been informed and consented to that person being present on site.

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14.4 The Contractor undertakes to keep an appropriate number of tradesmen on site for the duration of the contract and will stay in good communication with the Client in the agreed manner and a manner in any event expected of a good contractor.

14.5 Should anything prevent the Contractor and their representatives attending site, the Agreed form of communication will be that the Contractor will phone the Client by 10am to explain the reasons.

15. The Client's Responsibilities

15.1 The Client (unless agreed by both parties) will make available to the Contractor, water and electricity at no charge to the Contractor.

15.2 The Client shall make certain that every area, object and item which they wish to keep free from damage within the working area is made known to the Contractor and wherever possible, vulnerable items are removed from the working area and placed in safety by the Client.

15.3 The Client agrees to inform the Contractor at least 3 days in advance if the Contractor is not to be admitted onto site for any reason. The duration of non-admittance is also to be detailed, in writing, to the Contractor and any such time is to be added to the proposed date of completion above.

15.4 The Client can vary the work required by liaising with the Contractor, the variations should be provided in writing on an Additional Works Sheet (an example of which is provided) and costs adjusted up or down accordingly, this should then be agreed by each party initialing the Additional Works Sheet. Each party should hold a copy and a copy should be kept with this Contract.

15.5 The Client agrees to prove at the Contractor's request that funds are (or will be) available to complete the works.

15.6 The Client will allow access to the Contractor at the times and dates agreed in this contract, and at other times by mutual consent. Where the Contractor is delayed from entering the premises by the Client he will be entitled to extend the end date of the contract by a similar number of hours/days, any such variance is to be advised by the Contractor to the Client within 24 hours of such a delay occurring.

15.7 The Client will allow the Contractor to carry out works in any order that the Contractor sees fit in order to keep to the agreed timetable. The contractor bears all responsibility for maintaining the integrity of the works should the normal sequence of works be varied as a decision of the contractor.

15.8 The Client will advise their household insurer that he is having work done at the premises.

16 Health and Safety

16.1 Full care will be taken by both Client and Contractor for the health and safety of all those entering the dwelling, gardens or outhouses.

16.2 The Client will take all reasonable precautions to protect his own health and safety and those of any members of his household or anyone visiting his household.

16.3 The Contractor will take all reasonable precautions to protect his own health and safety and those of any members of his staff or personnel engaged and shall indemnify the Client for any claims against the Client by the Contractor, his staff or personnel engaged for any injury incurred onsite.

17. Resolving Disputes

17.1 It is recommended that the Client and Contractor shall agree between them, at the outset of the contract, an arbitration service that could be used in the event of any later dispute between them. Such arbitration services are available from most Trade Associations and it is suggested that for peace of mind the contractor and client share the cost of belonging to such a Trade Association in order to make such a service available to them. Such cost to be calculated from the annual cost of membership on a pro rata basis based on the term of the contract.

18. Cancellation and replacement contractors

18.1 Right to cancel. The Client may end the contract for any reason by giving the Contractor written notice within 14 days of signing this contract. The notice can be emailed, posted by first class mail or hand delivered to the Contractor at the address given at the top of this document. The notice will be deemed to have been delivered on the day after it is emailed or posted whether or not the Contractor receives it.

18.2 The Contractor is not obliged to provide any services or materials within the first 14 days of the signing of this contract unless agreed in writing with the Client beforehand.

18.3 The Contractor may charge the Customer for the following items if the contract is cancelled within the 14 day period providing the Client has agreed in writing to having the goods or services provided within that 14 day period.

a) Any services including the provision of Licences which have been paid for and cannot be cancelled

b) Goods and/or services that are personalised and/or particular to this work

c) Perishable goods

d) Any goods already incorporated into the land

18.4 If the Contractor is in breach of health and safety regulations, or does not regularly attend the site, or if the work is not of an acceptable standard the Client must give the Contractor 7 days notice that he must improve, and if such improvement is not satisfactorily forthcoming then subject to reasonableness tests the contract may be ended by the

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Client issuing written notice, such notice will take effect immediately. The Contractor need not be paid until the work is completed by another contractor and the additional cost of the other contractor shall be deducted from the sum due to the Contractor, subject to reasonable prices being charged by the replacement contractor.

18.5 Where any shortfall arises, the Contractor shall be liable for the shortfall subject to Arbitration is strongly suggested if this situation arises.

18.5 If the Client does not pay the Contractor when agreed, and without good reason, or prevents the Contractor from gaining access to the premises to carry out work then the Contractor must give the Client 7 days notice of his grievance. If the matter is not resolved the Contractor may then immediately terminate the contract by issuing written notice. The Client must then pay the Contractor within 14 days for all the work completed, any materials purchased for the work and kept by the Client, and for any materials that have been especially produced for the work.

18.6 If there is a related Credit Agreement cancellation of the contract automatically cancels the credit agreement.

18.7 If either party becomes insolvent the contract will be deemed to have ended unless the appointed insolvency practitioner makes provision for the contract to continue.

18.8 If the contract comes to an end because the Contractor becomes insolvent then the Client need not pay the Contractor until another contractor has finished the work.

19. Other rights and legal matters

19.1 The Client and the Contractor retain the right to charge each other for any costs and expenses that arise from breaking the terms of this contract.

19.2 This contract does not alter any statutory rights or obligation of either the Client or the Contractor. Save as expressly set out in the contract, it does not limit or exclude any other legal remedies that are available to either party.

19.3 Only the Client and the Contractor are able to enforce the terms of this contract.

19.4 This contract is subject to the laws of England and Wales.