

# THE CARPENTRY CO.

PROPERTY RENOVATION | CARPENTRY | KITCHEN INSTALLATIONS

## **SAM BROOKS | DIRECTOR**

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The Carpentry Company Kent Ltd is registered in England and Wales no. 10782618. VAT No. 269196751

Registered Address: Suite 28, 2 Mount Sion, Tunbridge Wells, Kent, England, TN1 1UE

DATE: .....

**CONSTRUCTION CONTRACTOR AGREEMENT**

BETWEEN:

(1)..... (the "Client") and

(2)..... a company registered in United Kingdom under number 10782618 whose registered office is at Suite 28, 2 Mount Sion, Tunbridge Wells (the "Contractor")

IT IS AGREED as follows:

1. DEFINITIONS

1.1 In this Agreement except where the context otherwise requires the following terms shall have the following meanings:

'Confidential Information'

means, in relation to either party, information which is disclosed to that party by the other party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);

'Main Contract'

means the contract dated ..... between (1)The client .....and (2) the Contractor for the carrying out of the Main Contract Works;

'Main Contract Works'

means Main contracting works of .....

'Works'

means the works described in Part 1 of the Schedule.

## 2. ENGAGEMENT OF CONTRACTOR

2.1 The Client hereby engages the Contractor to carry out the Works in accordance with the terms and conditions of this Agreement.

2.2 It is understood and agreed that the Contractor's activities and those of the workers engaged by him are at all times under the Contractor's exclusive direction and control.

2.3 Any obligation of the Client to make payment under this Agreement is subject to Value Added Tax at 20%

2.4 The Contractor can subcontract any of the Works without the Client's prior written consent.

2.5 Neither party to this Agreement may assign the benefit of this Agreement without the other's prior written consent.

2.6 The grant and acceptance of this appointment do not create any mutual obligations on the part of the Client or the Contractor to offer or accept any further appointment and no continuing relationship shall hereby be created or implied.

## 3. TIMING

3.1 The Contractor shall commence the Works [ ..... OR [within 14 days of the Client's written instruction to commence the works].

3.2 The Contractor shall use best endeavors to complete the Works to the following timescale: See schedule of works. Part 5

3.3 The Contractor shall notify the Client of the date when the Works are practically complete.

3.4 The Contractor shall at his own expense and within a reasonable period of time rectify any defect in the Works in line with NHBC guidelines that he has undertaken and is notified to him by the Client within 6 months from the date of practical completion of the Works. The Contractor offers no warranty for any works completed by or materials supplied by others. This includes all works completed before the .....

## 4. CONTRACTOR'S OBLIGATIONS

4.1 The Contractor shall provide suitably skilled and experienced workers to carry out the Works and shall ensure that the Works are carried out in a good and workmanlike manner.

4.2 The Contractor shall provide:

4.2.1 the goods and materials (if any) listed in Part 2 of the Schedule; and

4.2.2 all other goods and materials required to complete the Works except for those (if any) listed in Part 3 of the Schedule

and all goods and materials shall be of a satisfactory quality and in accordance with building regulations.

4.3 The Contractor shall provide all tools, plant and machinery, safety equipment and protective clothing needed to carry out the Works except for those items (if any) listed in part 4 of the Schedule.

4.4 The Contractor shall organise the removal of all waste from site to be paid for by the Client.

4.5 The Contractor is responsible for organising how and in what order the Works are done, and shall liaise with the Client's representative to ensure that due account is taken of the impact of

the timing of the Works upon the activities of the contractor and any other sub-contractors also engaged.

4.6 The Contractor shall comply with all laws and regulations relating to the Works.

4.7 The Contractor shall comply with all reasonable regulations made by the Contractor relating to the site.

## 5. CLIENTS OBLIGATIONS

5.1 The Client shall ensure that the Contractor has sufficient access to the site to perform the Contractor's obligations under this Agreement.

5.2 The Client shall provide the goods and materials (if any) listed in Part 3 of the Schedule and all goods and materials shall be of a satisfactory quality.

5.3 The Client shall provide the tools, plant and machinery, safety equipment and protective clothing (if any) listed in part 4 of the Schedule.

5.4 The Client shall comply with the Construction (Design and Management) Regulations 2015 as they apply to the Works and the site.

## 6. LIABILITY, INDEMNITY AND INSURANCE

6.1 The Contractor shall [subject to clause 6.3] be liable for, and shall indemnify the Client against, any costs, liability, damages, loss, claims or proceedings in respect of personal injury of any person where the same:

6.1.1 arises out of or in the course of or is caused by the carrying out of the Works; and

6.1.2 is due to the negligence, breach of statutory duty, omission or default of the Contractor, his servants or agents or any person for whom the Contractor is responsible.

6.2 The Contractor shall [subject to clause 6.3] be liable for, and shall indemnify the Client against, any costs, liability, damages, loss, claims or proceedings in respect of any injury or damage whatsoever to any property where such injury or damage:

6.2.1 arises out of or in the course of or by reason of the performance of the Works; and

6.2.2 is due to the negligence, breach of statutory duty, omission or default of the Contractor, his servants or agents or any person for whom the Contractor is responsible.

6.3 [The total liability of the Contractor under clauses 6.1 and 6.2 shall be limited to £1,000,000.]

6.4 The Contractor shall maintain adequate professional indemnity and public liability insurance cover for himself and anyone authorised by him to carry out all or any part of the Works and shall when requested provide evidence of the insurance cover to the Contractor.

## 7. PAYMENTS TO THE SUB-CONTRACTOR

7.1 The price for the Works is fixed at £..... ex VAT, excluding PC sums

7.2 A deposit payment will be made of 15% (£.....ex VAT) upon signing of this agreement and prior to works starting, Or unless otherwise agreed.

7.3 Monthly valuations will be carried out with the client and contractor to determine the progress of works for payments to be drawn down from.

7.4 All material ordered by the contractor for works that is present on site prior to any valuation shall be included towards the percentage of the work complete.

7.5 The Client shall pay the sum specified in the invoice within 14 working days of receipt of the invoice.

7.6 All payments made under this Agreement are expressed exclusive of any Value Added Tax chargeable thereon.

7.7 If the Client has not settled an invoice by 5 days past the due date the Client shall pay the Subcontractor interest on the amount due at the rate of 1% per day from the due date until the payment is received.

7.8 No additional work will take place above and beyond the agreed scope listed in part 1 without agreement and written consent from the client. Any and all additional works requested by client that are not listed in part 1 will bare additional costs.

7.9 No retention is to be held by the client for works completed by the contractor

## 8. DATA PROTECTION

8.1 The Client will not share the Contractor's personal data with any third parties for any reasons without the prior consent of the Contractor. Such data will only be collected, processed and held in accordance with the Contractor's rights and obligations arising under the provisions and principles of the Data Protection Act 1998 ("the Act") and the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR") as the Act and GDPR are amended or replaced from time to time.

## 9. CONFIDENTIALITY

9.1 Except as provided by clause 10.2 or as authorised in writing by the other party, each party shall, at all times during the continuance of this Agreement and [for 1 year] after its termination:

9.1.1 keep confidential all Confidential Information;

9.1.2 not disclose any Confidential Information to any other party;

9.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of this Agreement;

9.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and

9.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that party, would be a breach of the provisions of sub-Clauses 10.1.1 to 10.1.4 above.

9.2 Either party may:

9.2.1 disclose any Confidential Information to:

a) any subcontractor or supplier of that party;

b) any governmental or other authority or regulatory body; or

c) any employee or officer of that party or of any of the aforementioned persons, parties or bodies;

to such extent only as is necessary for the purposes contemplated by this Agreement (including, but not limited to, the carrying out of the Works), or as required by law. In each case that party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under clause 10.2.1(b) or any employee or officer of any such body) obtain and submit to the other party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this clause 10, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

9.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of this Agreement, or at any time after that date becomes, public knowledge through no fault of that party. In making such use or disclosure, that party must not disclose any part of the Confidential Information which is not public knowledge.

9.3 The provisions of this Clause 10 shall continue in force in accordance with their terms, notwithstanding the termination of this Agreement for any reason.

#### 10. FORCE MAJEURE

10.1 No party to this Agreement will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

10.2 [In the event that a party to this Agreement cannot perform their obligations hereunder as a result of force majeure for a continuous period of 4 weeks the other party may at its discretion terminate this Agreement by written notice at the end of that period. In the event of such termination, the parties shall agree upon a fair and reasonable payment for all Works completed up to the date of termination. Such payment shall take into account any prior contractual commitments entered into in reliance on the performance of this Agreement.]

#### 11. TERMINATION

11.1 This Agreement may be terminated by either party (the "Terminating Party") with immediate effect by giving written notice to the other party (the "Other Party") if:

11.1.1 the Other Party materially fails to comply with the terms and obligations of this Agreement and such failure, if capable of remedy, is not remedied within seven days of written notice of such failure from the Terminating Party;

11.1.2 the Other Party goes into bankruptcy or liquidation either voluntary or compulsory (save for the purposes of bona fide corporate reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or any part of its assets.

11.2 If the Main Contract is terminated:

11.2.1 this Agreement shall terminate automatically;

11.2.2 the Client shall immediately notify the Sub-Contractor of the termination;

11.2.3 the Sub-Contractor shall immediately leave the site.

11.3 [This Agreement may be terminated by either party at any time and without giving any reason for such termination by giving 28 days' notice in writing to the other party.]

11.4 The termination of this Agreement shall be without prejudice to any rights, which have already accrued, to either of the parties under this Agreement.

#### 12. DISPUTE RESOLUTION

12.1 If a dispute arises under this Agreement which cannot be resolved by negotiations between the parties or by their appointed representatives:

12.1.1 the parties shall give serious consideration to a request made by the other party to refer the matter to mediation;

12.1.2 either party may refer the matter to adjudication in accordance with the Scheme for Construction Contracts (England and Wales) Regulations 1998;

12.1.3 either party may refer the matter to arbitration in accordance with the Arbitration Act 1996 and rules for arbitration as agreed between the parties. In the event that the parties are unable to agree on the arbitrator(s) or the rules for arbitration, either party may, upon giving written notice to the other party, apply to the President or Deputy President for the time being of the

Chartered Institute of Arbitrators for the appointment of an arbitrator or arbitrators and for any decision on rules that may be required.

13. MISCELLANEOUS

13.1 This Agreement contains the whole agreement between the Contractor and the Client relating to the Works and supersedes any prior agreement between the parties whether written or oral and such prior agreements are cancelled as from the date hereof and both parties acknowledge they have no claim against the other in respect of any previous agreement.

13.2 Any notice to be served by either of the parties on the other shall be sent by prepaid recorded delivery or registered post to the address shown in this Agreement or to such address as that party shall have notified to the other in writing taking effect for the purposes of this Clause or Agreement, and shall be deemed received 48 hours after posting.

13.3 The headings in this Agreement are for reference purposes only and shall not be incorporated into this agreement.

13.4 In this agreement, unless the context otherwise requires, words in the singular include the plural and vice versa, words importing any gender include any gender, and a reference to a person includes a reference to a body corporate and to an unincorporated body of persons.

13.5 The parties agree that a person who is not a party to this Agreement has no right arising solely by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.

14. GOVERNING LAW AND JURISDICTION

14.1 This Agreement shall be governed by the laws of England and Wales and any dispute concerning it or its interpretation shall be adjudicated in that jurisdiction.

IN WITNESS WHEREOF this Agreement has been duly executed the day and year first before written

SIGNED by Client

.....  
for and on behalf of .....

In the presence of  
.....

SIGNED by Sub-Contractor (The Carpentry Company Kent Limited)

.....  
for and on behalf of .....

In the presence of  
.....

**BUILD TERMS AND CONDITIONS**

BACKGROUND:

These Terms and Conditions are the standard terms which apply to the provision of building services by The Carpentry Company Kent Limited. (“the Trader”) to customers who require building services to be provided at their home.

These Terms and Conditions apply where the customer is a “Consumer” as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agreed Times”

means the times which You and We agree for the Builder to have access to the Property to complete the Job

“Agreement”

means the contract into which You and We will enter if You accept the Quotation. The Agreement will incorporate, and be subject to, these Terms.

“Builder”

means Us or Our employees or contractors who will be responsible for providing the Building Services;

“Building Services”

means the building services We will provide as specified in the Agreement;

“Consumer”

means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Trader who receives Building



Services for their personal use and for purposes wholly or mainly outside the purposes of any Business;

“Deposit”

means the deposit You will be required to pay in accordance with Clause 4;

“Final Fee”

means the total of all sums You must pay which will be shown on the invoice issued in accordance with Clause 6 of these Terms and Conditions.

“Job”

means the complete performance of the Building Services;

“Model Cancellation Form”

means the model cancellation form attached as Schedule 2;

“Products”

means the products required for the provision of the Building Services which We will supply (if any) as specified in the Agreement;

“Property”

means Your home, as detailed in the Order and the Agreement, at which the Job is to take place;

“Quotation”

means the quotation We give to You in accordance with Clause 5 detailing the services We will provide to You and the fees We will charge;

“Quoted Fee”

means the fee set out in the Quotation which may change according to the actual work undertaken as set out in Clause 5 of these Terms and Conditions;

“Start Date”

means the date You and We agree on for Us to start providing the Building Services as specified in the Agreement;

“Visit”

means any occasion, scheduled or otherwise, on which the Builder visits the Property to provide the Building Services;

“We/Us/Our”

means the Trader and includes all employees, agents and sub-contractors of the Trader;

“Work Area”

means the part of the Property where the Building Services are to be provided;

“You/Your”

means a Consumer who is a customer of the Trader.

“Retention”

Sum allowed in the quotation for additional items.

1.2 Each reference in these Terms and Conditions to “writing”, and any similar expression, includes electronic communications whether sent by e-mail, text message, fax or other means.

1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.

1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.

1.5 Each reference to a Schedule is a reference to a schedule these Terms and Conditions.

1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.

1.7 Words signifying the singular number will include the plural and vice versa.

1.8 References to any gender will include the other gender.

1.9 References to persons, unless the context otherwise requires, include corporations.

## 2. Information about Us

2.1 We are a Limited Company.

2.2 We trade under the name The Carpentry Company Kent limited.

## 3. Communication and Contact Details

3.1 If You wish to contact Us with questions or complaints, You may contact Us by telephone at 07919362657 or by email at sam@thekentcarpentryco.uk

## 4. Deposit

4.1 Prior to the work commencing you must pay Us a Deposit. The Deposit will be ..... plus VAT (£.....). We will not commence the work until the Deposit is paid in full.

## 5. Fees and Payment

5.1 The Quoted Fee of £..... plus VAT (£.....) is set out in the attached quotation. It should be noted that in addition to this amount are the sums noted in the quotation as ‘TBC’ plus any PC amounts agreed through the build. The total of these sums will be the final price payable for the Building Services and for the estimated Products required. This price is subject to change should you add or remove any building works over and above what has been quoted for.

5.2 We will invoice you as agreed in instalments through the duration of the work

5.3 You must pay any invoice within 5 Days of receiving it.

5.4 If You do not pay an invoice we reserve the right to pause all works.

5.5 If You have promptly contacted Us to dispute an invoice in good faith we will not charge interest while such a dispute is ongoing.

## 6. Building Services

6.1 Before We start the Job We will carry out a full inspection of the Property to check that the Building Services are appropriate for the Property, practical and can be carried out safely.

6.2 We will provide the Building Services in accordance with the specification set out in the accepted Quotation and in the Agreement (as may be amended by agreement between You and Us from time to time).

6.3 We may provide sketches, plans, diagrams or similar documents in advance of the Job. Any such material is intended for illustrative purposes only and is not intended to provide an exact specification of the Job nor to guarantee specific results.

6.4 We will use reasonable endeavours to ensure that the Products We use match those chosen by You and are consistent throughout the Property (or relevant parts of the Property). However, We cannot guarantee the quality or consistency of the Products.

6.5 We will ensure that all Products comply with any relevant standards and are in a satisfactory condition at the time of use.

6.6 We will ensure that the Building Services are performed with reasonable care and skill and to a reasonable standard which is consistent with best trade practice.

6.7 We will notify You in advance if the work We are doing is likely to affect the Property outside of the Work Area and We will advise You of any remedial work You are likely to have to carry out. If further remedial work is needed, beyond the scope of the advice we gave You, We will carry it out at Our expense.

6.8 We will ensure that We comply with all relevant codes of practice.

6.9 We will ensure that furniture, flooring and walls in the Work Area that are not being worked on as part of the Job are suitably covered and protected for the duration of the Job.

6.10 We will properly dispose of all waste that results from Our provision of the Building Services.

6.11 If We cause any damage during the course of the Job We will repair the damage before completing the Job.

6.12 If any inspections are required following completion of the Job We will arrange for the inspections to be carried out.

6.13 Before the Job is completed We will work with You to produce a snag list identifying any faults or defects in Our work which we need to put right before completion of the Job. We will not be responsible for any defects which result from the work of third party contractors over whom We have no control.

## 7. Your Obligations

7.1 If any consents, licences or other permissions are needed from any third parties such as landlords, planning authorities, local authorities or similar, You must obtain them before we begin to provide the Building Services.

7.2 If any party wall agreements are needed, You must enter into those agreements before we begin to provide the Building Services.

7.3 You will ensure that the Builder can access the Property at the Agreed Times to provide the Building Services.

7.4 You may either give the Builder a set of keys to the Property or be present at the Agreed Times to give the Builder access. We promise that all keys will be kept safely and securely by the Builder.

7.5 You must ensure that the Builder has access to electrical outlets and a supply of hot and cold running water.

7.6 You must ensure that the Work Area is kept clear of furniture and other items and out of use for the duration of the Job unless We direct otherwise.

7.7 If You do access the Work Area at any time during the course of the Job You must observe all relevant health and safety rules and must comply with any additional instructions the Builder gives You.

7.8 Unless redecoration following completion of building work forms an agreed part of the Building Services, You will be responsible for any redecoration required.

## 8. Complaints and Feedback

8.1 We always welcome feedback from Our customers and, while We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.

## 9. Termination

9.1 You may terminate the Agreement with immediate effect by giving Us written notice if:

9.1.1 We have breached the Agreement in any material way and have failed to remedy that breach within 30 days of You asking Us in writing to do so;

9.1.2 We enter into liquidation or have an administrator or receiver appointed over Our assets;

9.1.3 We are unable to provide the Building Services due to an event outside of Our control

9.2 We may terminate the Agreement with immediate effect by giving You written notice if:

9.2.1 You fail to make a payment on time as required under Clause 5 (this does not affect Our right to charge interest on overdue sums under sub-Clause 5;

9.2.2 You have breached the Agreement in any material way and have failed to remedy that breach within 7 days of Us asking You in writing to do so; or

9.2.3 You and We have been unable to agree a revised Start Date

9.2.4 We have been unable to provide the Building Services for more than 60 days weeks due to an event outside of Our control.

9.3 A breach of the Agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

9.4 If at the termination date:

9.4.1 You have made any payment to Us for any Building Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 calendar days of the termination notice;

9.4.2 We have provided Building Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 5.

10. Effects of Termination

10.1 If the Agreement is terminated for any reason:

10.1.1 Any Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.

10.1.2 Termination will not remove or reduce any right to damages or other remedy which either You or We may have in respect of any breach of the Agreement which exist at or before the date of termination.

11. Events Outside of Our Control (Force Majeure)

11.1 We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control .

11.2 If any event occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

11.2.1 We will inform You as soon as is reasonably possible;

11.2.2 Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;

11.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Building Services as necessary;

## 12. Liability

12.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by You and Us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.

12.2 We will maintain suitable and valid insurance including public liability insurance.

12.3 We provide Building Services for domestic and private purposes only. We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.

12.4 We are not liable for any loss or damage You suffer which results from Your failure to follow any reasonable instructions given by Us or the Builder.

12.5 Nothing in these Terms and Conditions is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.

12.6 Nothing in these Terms and Conditions is intended to or will limit Your legal rights as a Consumer under any consumer protection legislation. For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

## 13. How We Use Your Personal Information (Data Protection)

13.1 All personal information that We may collect (including, but not limited to, Your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and Your rights under that Act.

13.2 We may use Your personal information to:

13.2.1 provide the Building Services to You;

13.2.2 process Your payment for the Building Services;

13.2.3 inform You of new products and services available from Us. You may request that We stop sending You this information at any time.

13.2.4 You have the right to request deletion of your data 1 year after the build has been completed

13.2.5 We will delete your data 2 years after the build has been completed unless you have agreed for us to retain your data.

## 14. Other Important Terms

14.1 We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.

14.2 We may transfer (assign) Our obligations and rights under the Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs We will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will remain bound by them.

14.3 You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission (such permission not to be unreasonably withheld).

14.4 The Agreement is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.

14.5 If any provision of the Agreement or these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Agreement or these Terms and Conditions and the remainder of the provision in question will not be affected.

14.6 No failure or delay by Us or You in exercising any rights under the Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breach of the same or any other provision.

## 15. Law and Jurisdiction

15.1 These Terms and Conditions and the relationship between You and Us (whether contractual or otherwise) will be governed by, and construed in accordance with, English Law.

15.2 Any dispute, controversy, proceedings or claim between You and Us relating to the Agreement or these Terms and Conditions (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England, Wales, Scotland or Northern Ireland, as determined by Your residency.

### SCHEDULE 1

## SERVICE AGREEMENT

THIS AGREEMENT is made the .....

### BETWEEN:

(1) The Carpentry Company Kent Limited company registered in England and Wales under number whose head office is at Suite 28, 2 Mount Sion, Tunbridge Wells, Kent. ("the Trader") and

(2)..... of ADDRESS ("the Customer")

### BACKGROUND:

(1)The Trader provides building services to consumer clients and has reasonable skill, knowledge and expertise in that field.

(2)The Customer wishes to engage the Trader to provide the services specified below ("the Building Services").

(3)The Trader agrees to provide the Building Services to the Customer, subject to the attached Terms and Conditions and the terms of this Agreement.

IT IS AGREED as follows:

## 16. The Agreement

16.1 This Agreement incorporates the attached Terms and Conditions.

16.2 In this Agreement, words with initial capital letters have the same meaning as they have in the Terms and Conditions.

16.3 A legally binding contract between You and Us will be created when You and We sign this Agreement.

16.4 We confirm and You acknowledge that We have given or made available to You the following information (save for where such information is already apparent from the context of the transaction):

16.4.1 The main characteristics of the Building Services;

16.4.2 Our identity and contact details;

16.4.3 The total price payable for the Building Services including taxes or, if the Price cannot be calculated in advance, the manner in which it will be calculated;

16.4.4 The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Building Services;

16.4.5 Our complaints handling policy;

16.4.6 The duration of this Agreement, where applicable, or if this Agreement is of indeterminate duration or is to be extended automatically, the conditions for terminating it.

16.5 As required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

16.5.1 all of the information described in Clause 1.4; and

16.5.2 any other information which We give to You about the Building Services or about Us which You take into account when entering into this Agreement or when making any other decision about the Building Services

will be part of the terms of Our contract with You as a Consumer.

## 17. The Building Services

17.1 We will:

17.1.1 begin to provide the Building Services on the Start Date of .....

17.1.2 aim to complete within ..... (Taking into account the Christmas Break)

17.1.3 provide the Building Services during the Agreed Times of 8am– 4.30 pm or such other times as You and We may agree in writing

17.1.4 provide the Building Services at the Property located at .....

17.1.5 perform the Building Services in accordance with the specification and quotation.

2.2 The specification for the Building Services, the quotation and the build schedule are attached.

2.3 You and We may agree in writing to vary the specification from time to time.

## 18. Fees and Payment

18.1 You will pay the sum of £..... plus VAT (£..... inc VAT) for the Building Services plus any PC sums noted in the quotation, plus any sums noted as TBC in the quotation plus any additional work instructed that is not included within the quotation and drawings.

18.2 Following payment of the deposit of £..... (inc VAT) which is payable on ....., the balance of £..... (inc VAT) will be paid in ..... equal amounts of £..... (inc VAT) commencing due on completion of all works once a walk around of all works has been conducted with the customer.

SIGNED for and on behalf of the .....:  
.....

\_\_\_\_\_  
Authorised Signature

Date: \_\_\_\_\_

SIGNED by the .....:

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Appendix 1 – Quotation.

Appendix 2 – Proposed Work / Time Schedule