

WILLIAM ADLINGTON CONSTRUCTION LIMITED

("WAC")

Terms and Conditions

Interpretation

1. References to any statutory provision, authority, rule or code of practice shall be deemed to include the amended versions, replacements or successors of such.

Relationship between the Parties

2. The Client engages WAC to provide the services specified in these terms and conditions and any attached schedules.
3. WAC as the main contractor may employ both direct and sub-contract labour to work on site. Each individual contractor takes full responsibility for their own third-party liability. WAC as the main contractor will oversee all works to completion and takes full general and operational responsibility in the running of any contract agreed with the client. (Please see paragraph 9).
4. No term of this agreement between the parties shall operate to make WAC and any Contractors provided by WAC an employee or agent of the Client.
5. Neither party shall assign or transfer any of their rights, liabilities or obligations arising under this agreement without the prior written consent of the other party.

Quotations

6. Accepting a written quotation from WAC (titled "**Quotation**"), either verbally or in writing, and agreeing to the commencement of works will make these Terms and Conditions legally binding and effective. The Client or WAC may withdraw from the quotation offer prior to commencement of works without sanction or penalty subject to Paragraph 7.
7. Where the Client has withdrawn with less than 14 days notice and in the event that any payment paid by the Client has been used to pay for any bespoke materials ordered on the Client's behalf in anticipation of starting the works; WAC will under these circumstances, endeavour to forward to the Client any such bespoke materials, which may include additional delivery costs, to be paid in advance or as otherwise mutually agreed in writing. In the event that WAC is unable to forward any such materials on to the Client, it shall become the responsibility of the Client to arrange to collect any such materials at an agreed mutual time. If the materials have not been collected within 90 days of being notified that WAC is unable to forward the materials to the Client, WAC reserves the right to dispose of such materials. Where WAC has incurred a cost for disposal, this shall become chargeable to the Client. Any refunds of monies already paid by the Client, shall not include any sums spent on bespoke materials in anticipation of works starting.
8. Any document produced by WAC without the heading 'Quotation' will not be recognised or accepted as a valid offer of quotation and will not form a contract. (Please see paragraph 9).

9. An agreement by the client with WAC to have work undertaken based on a written quotation headed '**Quotation**', submitted directly to the client on official WAC letterhead is a legally binding contract. An informal verbal estimate, verbal or written price guide received by the client, or any other document, does not amount to the formation of a contract.
10. Whilst our quotations are produced with as much detail as possible to avoid any misunderstandings, if something is missing that you, the client, would like included, please let us know and we will endeavour to revise the quotation accordingly.

Changes in work commissioned and/or additional works to be performed

11. Any changes in the work commissioned and/or additional works to be performed (hereinafter jointly referred to as "changes in work") shall be agreed with the Client and will be subject to a separate revised or extra contract Quotation.
12. In the event of unforeseen difficulties arising, or any other circumstantial changes, WAC may revise the quotation price or estimated cost to reflect the situation at hand before or after commencement of work.
13. Where the Client requests changes in work specified in the contract, e.g. by changing the construction plan or increasing/decreasing the scope of work. WAC will endeavour to comply with such a request as far as this is reasonable and practical. Where WAC is unable to continue with the commissioned works as a result of unreasonable changes and/or additional works that need to be performed first, WAC will invoice for the works and materials provided up to the point of discontinuation.

Working Arrangements, Site Access and Parking

14. All prices quoted are calculated on the basis of free access and unimpeded working during our normal working hours (8 am – 6 pm Mon – Fri, Sat 8 am – 1 pm), unless otherwise agreed.
15. Both WAC and client will agree practical arrangements on working methods that provide minimum disruption to the client and allow work to be carried out efficiently by WAC and any Contractors working on behalf of WAC.
16. Free access is required for delivery of building materials, plant, machinery and skips etc.
17. All building and other materials provided by WAC or their sub-contractors remain the property of WAC or their sub-contractor until full and final payment is received via Bank Transfer, cleared cheque or cash (see paragraph 20). Unless otherwise agreed in a quotation (or other document), surplus building materials, waste materials and off cuts etc., remain the property of WAC or our subcontractors or our suppliers. After final payment the client takes ownership of the materials used to carry out the work.
18. Access to and collection of used or unused building materials, equipment and plant etc remains in place until full and cleared final payment is received.
19. It is the responsibility of the Client to arrange for any Parking Permits or Access Permits, where these are necessary or required for site access. Where there is insufficient parking at the site, it is the Client's responsibility to make suitable alternative arrangements to facilitate site access and make these known to WAC and any/all WAC Contractors. All Parking Fees incurred by WAC or their Contractors will become chargeable to the Client with an additional administration fee. For the avoidance of doubt, the Client shall not be responsible for expenses incurred as a result of WAC or a Contractor of WAC failing to display any Parking or Access Permits provided by the Client, where applicable.

Payments

20. Payment can be made via Bank Transfer or by cheque.
Please make all payments by cheque payable to 'WAC'.
Bank Transfer details can be found at the bottom of your invoice. Payment in full is due upon completion of the works pursuant to the contract and presentation of the associated invoice. Part payments, interim payments and deposits may be agreed prior to commencement of works or during the contract duration.
21. Interim payments and final payment on completion of a contract is not reliant on the presentation of completion certificates with respect to ELECSA, NICEIC, FENSA, CIGA, GAS SAFE or Building Control Completion Certificates as they are subject to third party administration.
22. The Client agrees:
- a. Not to withhold any sums due to WAC
 - b. To settle all invoices raised by WAC within 7 days
 - c. To pay to WAC interest at a rate of 5 percentage points per annum above the Bank of England base rate on any payments which are not settled in accordance with Paragraph 21(b).
 - d. To pay to WAC such costs and expenses as may be incurred in recovering payment from the Client where the Client fails to make payment in accordance with these Terms and Conditions.
23. Discounts and retentions: Prices are based on the understanding that no retentions are held unless previously arranged and authorised. No main contractor or sub-contractor discounts are given unless agreed and confirmed in writing.

Insurance and Data Protection

24. Insurance - Public Liability and Employer's Liability: Public Liability Insurance is provided up to the sum of £5,000,000 and Employer's Liability up to the sum of £10,000,000 by UK Insurance Limited (Authorised Insurer) – Policy number: 006376553. All usual general building practices are covered within our insurance policy.
25. All Client information is retained in accordance with the Data Protection Act 1998 and all personal and other client details will remain confidential. Clients agree and consent that Personal Information (as defined by the Data Protection Act 1998 and the General Data Protection Regulation) may be provided to third-parties (e.g. Suppliers, Contractors) as part of the delivery of the works to that extent as is necessary.

Guarantees and Warranties

26. WAC provides, in addition to any statutory rights which the Client may have, all customers with a Guarantee on our workmanship for a period of 12 months. Guarantees on materials run in accordance with manufacturer's warranty periods where applicable. Our guarantee covers all new work and new materials used in construction or repairs, but does not guarantee the integrity of any existing structures, materials or decorations. New build structures only (roofs, flashings to new roofs and new vertical brickwork joints to existing masonry) are covered by our guarantee against water ingress, ingress of water through existing structures are not covered by this guarantee. Subsidence issues (sinkage below slabs, subsidence below new or existing foundations or movement of foundations or floors etc) are not covered within our guarantee agreement. In the event of a failure beyond the guarantee period we will be happy to investigate the cause and negotiate a solution to the problem without delay and carry out any agreed repairs as soon as possible. Charges may apply for remedial work carried out beyond guarantee dates or to items not covered by our guarantee. Decorations are signed off on completion and are not covered by guarantee.
27. The guarantee shall not apply to:
- a. Defects or flaws which are a result of any misuse, failure to adequately and properly maintain, failure to follow any provided instructions or recommendations, or neglect on the part of the Client.
 - b. Any defect or flaw which is caused by mechanical or chemical damage (which is not in itself a result of a defect in the workmanship or materials) and which arises after risk in the property has passed to the Client.
28. WAC shall, at their sole discretion, determine the way they will satisfy this guarantee, whether by repairing, re-performing or replacing the works or by refunding to the Client all or part of the monies which have been paid.
29. No responsibility is taken by WAC for the presence of perished, infested or rotten timber (or any other perished, infested or rotten materials) in existing structures such as doors, constructional or other timbers, windows and frames whether detected or undetected at the time of contract. Whilst WAC will endeavour to inform the Client if any such instances are found, it is the Client's responsibility to ensure that existing structures are sound and suitable for the commissioned works.
30. Where the Client considers that the works or materials provided are defective upon delivery or performance then the Client shall notify WAC of this within 30 days, failing which, the Client shall not be entitled to claim the benefit of this guarantee.
31. This guarantee shall not become effective until the Client has paid WAC in full, failing which the Client shall not be entitled to claim the benefit of this guarantee.

Miscellaneous Provisions

32. Protection of existing surfaces (floors, carpets, curtains, doors and furniture etc). Whilst we endeavour to protect existing surfaces with the use of dust sheets and loose plastic sheeting etc along with care in our working practice, responsibility for protection from damage of any existing surface or fabrics etc is the responsibility of the client. Arrangement can be made to put in place protection of existing surfaces, over and above our basic cover, at a negotiated additional cost.
33. Building Control: Inspections and other related issues concerning the Local Authority Building Control Department can be managed by WAC if requested by the client in advance and details of these arrangements are confirmed in writing by both parties. Payment on completion of a contract is not reliant upon presentation of Building Control Completion Certificates as delays are sometimes possible due to Local Authority administration issues.

34. Contract duration: An approximate duration time for work to be carried out can be found on our quotations. The contract duration is to be used as a guide only and will not affect the agreed contract price i.e. if a contract takes longer than expected no extra charges will be levied unless previously agreed and conversely if good progress is made and a contract takes less time to complete than expected, the client should not expect to receive a discount.
35. Builder's waste is deemed to be waste generated by the contractor whilst carrying out building works and includes materials taken down or demolished by the contractor, this material can be used by the contractor or client for hardcore or masonry infill, etc. only if suitable for the purpose.
36. We will endeavour to employ a helpful attitude at all times and will always attempt to bring the building works to a satisfactory conclusion as soon as possible taking into account weather conditions, availability of specialist materials and unforeseen circumstances etc.
37. Nothing in these terms and conditions shall incur any rights on a third party and no third party may enforce any provision of this contract under the Contracts (Rights of Third Parties) Act.
38. The failure by either party to enforce any provision of this agreement shall not be deemed a waiver or limitation of that party's right to subsequently compel and require strict compliance with every provision of this agreement.

Indemnity

39. The Client shall indemnify WAC and their sub-contractors against any loss or damage which results from the Client's breach of this agreement or failure to abide by any of its terms.

Force Majeure

40. Neither party shall be liable for any delay or failure in performing its obligations or duties under this agreement which results from circumstances outside his reasonable control including but not limited to acts of God, industrial action, war, fire, threat of terrorism, civil disturbance or rioting, government or regulatory action, breakdown in plant or machinery or shortage of raw materials or supplies.

Warranty of Contractual Capacity

41. Both parties and the signatories to this agreement warrant that they are authorised and permitted to enter into this agreement and have obtained all necessary permissions and approvals.

Whole Agreement, Governing Law and Severability

42. This document constitutes the entirety of the agreement between the parties. It supersedes any prior representations which may have been made, whether orally or in writing. Any modification to this agreement must be made in writing and signed by both parties.
43. This Agreement shall be governed by the Law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts.
44. All clauses, sub clauses and parts thereof shall be severable and shall be read and construed independently. Should any part of this Agreement be found invalid this will not affect the validity or enforceability of any other provision or of this agreement as a whole.
45. All terms, conditions and covenants contained in this agreement shall bind the parties and their heirs, legal representatives, successors to title and permitted assignees.