

Terms and Conditions

Novobuild SW Ltd - Terms and Conditions of trading.

Definitions:

The Company – Novobuild SW Ltd

The Client - The customer who requests/confirms work from Novobuild SW Ltd.

1 The Estimate: The Company's estimate is subject to the following conditions and forms part of this offer which must be incorporated in any order or contract.

It is The Client's responsibility to provide clear unambiguous information in writing and preferably on a drawing describing the work to be carried out.

The estimate will be The Company's interpretation of The Client's requirements and may not include all the work that The Client wishes to have undertaken. It's The Client's responsibility to check the estimate prior to agreeing any works.

The estimate is inclusive of VAT, unless otherwise stated and will remain open for acceptance for a period of 30 days from the date given. After which, it may be subject to revision or be withdrawn, dependent of plant, labour, and materials at the time of placing the order in writing. Items of work not described in the estimate may not be included in the estimate cost, and therefore would be an additional cost on top of the estimate. Once the work has been confirmed and commenced, every effort will be made by The Company to hold as close as possible to the estimate. However, The Company holds the right to amend final costs if material quantity, material costs or job duration (excluding weather dependent delays) differs from estimated figures or duration.

The estimate is based on The Company being given unrestricted access during the hours of 8am to 5.30pm Monday to Friday and any extra hours, which The Company elects to work (with The Client's prior agreement) to facilitate The Company's operations without interruption. All delays caused by matters causing delay or extra work which are outside The Company's control, or requested by The Client, will be charged at The Company's current daily rate.

2 The Contract: A contract will be established when The Client gives a verbal or written order to proceed with the work.

2.1 If after seven days of placing an order The Client cancels the contract or any significant portion of the work ordered, then The Client shall be liable to pay The Company all direct costs plus a charge for disruption and loss of earnings, or should any bespoke orders have been made on The Client's behalf.

2.2 The Client has the right to cancel the contract within the period of 7 days from the date of the contract or signing of the contract, to exercise this right the client shall deliver or send (including electronic mail) written notice of cancellation.

If The Client wishes The Company to carry out work where a price has not been agreed, or is of a provisional nature, then The Company shall charge according to time taken at agreed daily rate plus a charge for materials and plant used.

3 Specification & Drawings: The Client is entirely responsible to The Company for gaining local authority and other statutory approvals to carry out the work and for ensuring the accuracy of any specification, scope of works being estimated for, design or drawings provided to The Company. We do not accept liability for any alterations, or missing information from the above works that is not estimated/agreed by The Company. Additionally, The Client should give The Company any necessary information relating to the contract, allowing sufficient time for The Company to progress the contract works in accordance with its terms and as a continuous operation.

4 Program/Progress of work: Every effort will be made to keep to the date given for commencement of the works, but The Company accepts no liability in case of failure to do so.

If progress or completion of the contract works is delayed for any reason outside The Company's control, then The Company may require a fair and reasonable extension of time for completing the work. The Client may then be liable to pay The Company for all additional costs resulting from the delay (unless weather dependent delay).

Should The Client consider The Company to be responsible for delay, it shall be a condition precedent to the consideration of any claim made against The Company that written notice of the alleged delay be given to The Company within seven days of the delay having occurred.

5 Title and Risk: Risk in the goods shall pass to The Client when the goods are delivered. The property in the goods shall remain with The Company until The Client pay all sums due to The Company, whether in respect of this contract or otherwise.

6 Terms of Payment:

6.1 The Company will, at regular intervals during the contract, request stage payments from The Client until work is complete, with the first stage payment being due on the date of commencement of works. These payments will be based on the total job value and will include the cost of any unfixed materials. The Client shall pay these payments on the dates indicated by prior agreement and are not linked to stages of work and are not subject to the usual payment terms. If The Client disagrees with The Company's valuation account, then The Client should pay an agreed proportion, which should be discussed with the Director, giving valid reasons for the shortfall (in writing). Deduction to The Company's account may only be made if accompanied by a valid reason and agreed by the Director. The Client's full payment will signify that The Client has inspected the work and is happy that the work so far carried out is to The Client's approval.

Should The Client fail to settle any invoice by the due date other than for a valid reason then all other invoices become payable immediately by The Client and The Company shall be entitled to cease work and

leave site. The Company shall also be entitled to charge interest at the rate of 0.45% per month/or £.20 per month, whichever is higher figure from the due date to the date of settlement.

6.2 Discount. If we offer a discount, the discount may be deducted from the payment of our final valuation and may only be deducted if all valuations have been paid in full and in accordance with our “terms of payment” paragraph (A) above.

7 After Sales: The Company will exercise all proper care to ensure that the work is soundly and adequately constructed in the way and for the purpose for which The Client has requested and that when finished it complies with:

The requirements of Building Regulations (see also Item 3 above)

GasSafe gas regulations and NICEIC electrical regulations (if on the rare occasion, we have supplied contractors).

The Company will rectify any defects in workmanship reported to them within 3 months of the work finishing. Some products and services, such as double glazing and damp proofing work, may carry a longer manufacturer guarantee.

8 Free Issue Services: The Company always requires the following to be freely available:

Suitable access to carry out the work including rooms cleared of obstacles.

Suitable storage for plant and materials and parking for at least one van (parking permits may need to be supplied for roadside parking if required).

Supply of electricity and clean water

Use of washing and toilet facilities

9 Liabilities: The Client shall indemnify The Company against all claims, damages and costs arising out of the execution of the works unless such claims, damages and costs can be shown to be due to the negligence of The Company. It shall be a condition precedent to the consideration of any claim that The Company has been negligent, that written notice of the alleged act of negligence be given to The Company within seven days of such an act having occurred.

The Client is responsible for gaining any ‘Party Wall’ agreements. The Company shall not be liable for any damage or nuisance caused to neighbour’s property during the normal execution of the contract works.

The Client is responsible for notifying, informing, and agreeing with the neighbours the manner and sequence of work to be undertaken.

10 Insurance: The Company is insured for:

Employer’s Liability

Public Liability insurance cover up to a limit of £2,000,000

The Client shall be responsible to ensure that the property is fully insured for normal risks for the duration of the contract, and for any additional insurance to be in place for the duration of the works for security, weather protection of the property and for tools, materials, plant or hire equipment remaining on site, should their insurance company require it. The Company may claim against The Client for any loss or damage to tools, materials, plant or hire equipment if any occur at site address during contracted works.

11 Adjudication: Should any disagreement escalate in connection with or out of this contract the matters in dispute shall be referred to adjudication in accordance with the Housing Grants, Construction and Regeneration Act 1996 (Section 108), as amended by Local Democracy, Economic Development and Construction Act 2009 (LDEDCA) or any statutory modification or re-enactment thereof for the time being in force. Costs of the adjudication would be met on a 50/50 basis between The Company and The Client, until a settlement is reached.

12 Invalidation: These conditions have effect in substitution for and to the exclusion of any conditions put forward by The Client.

Should any term in this contract be held to be invalid such invalidation will not affect the validity of the remaining terms.

This contract shall in all respects operate and be construed as an English contract and in conformity with English Law.

Novobuild SW Limited

Registered in England No: 9619257

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