

TERMS AND CONDITIONS

THIS AGREEMENT IS MADE ON THE

Date:

BETWEEN

“The Supplier” DHP Construction Ltd, Arion Business Centre, Harriet House, 118 High Street, Erdington, Birmingham, B23 6BG

AND

“The Client”

IT IS HEREBY AGREED AS FOLLOWS

1. Relationship Between the Parties

1.1 The Client engages the Supplier to provide the services in the attached quotation terms and conditions and attached schedules.

2. The Quotation

2.1 The Supplier shall provide to the Client a proposal for the services to be provided (“the Quotation”) which shall set out:

- a) The services which the Supplier will undertake for the Client
- b) The date or time period within which the service will be performed
- c) The costs which the Client shall be charged for the performance of the services including
 - i. Any fees which the Supplier shall charge
 - ii. Any expenses which the Supplier will require the Client to meet (including but not limited to the costs of materials)
 - iii. Any VAT or tax element which will be payable by the Client

2.2 The Quotation shall be attached to these terms and conditions as a schedule and where a contract is entered into between the Supplier and the Client, the Client will be deemed to have accepted the content of the Quotation in full.

3. The Services and the Time and Manner of their Delivery

- 3.1. The Supplier will provide such services to the Client as are set out in the Quotation.
- 3.2. Time frames and dates of delivery are provided for guidance only. The Supplier will endeavor to complete works within time frame specified but makes no guarantee that the services will be performed within the specified period. For the purposes of this agreement the Supplier

shall not be liable for any loss or damage suffered by the Client as a result of the delivery of services being delayed or postponed for any reason.

3.3. Office hours are Monday to Friday 8am – 5pm. The direct office number is 0121 647 3741

3.4. Weekends are for emergency calls only. In this instance, please call 07398 132 318

4. Payments

4.1. The contract price is set out in the Quotation, which includes details of the charges which the Supplier will make for labor, materials and parts as well as any taxes or additional costs or expenses or disbursements which the Supplier may charge to the Client.

4.2. The intervals at which the Supplier may invoice the Client in respect of the whole or an installment of the contract price are set out in the Quotation.

4.3. The Supplier may vary the contract price from the amount set out in the Quotation where he has provided services which are different or in addition to those set out in the Quotation either at the specific request of the Client or because he has been required to complete additional work which was not anticipated at the time the Quotation was made, or because of market fluctuations in the price of materials.

4.4. Additional works must be requested directly to the Supplier office and a price agreed in writing before works are undertaken. Payment of additional works will be required in full at the point of agreeing in writing to the extra works.

4.5. Additional works, depending on the complexity, will add extra days to the planned work schedule and therefore the expected completion date. The Supplier may be unable to predict the exact amount of 'extra days' additional works will take, as it was not in the original schedule.

4.6. The Client agrees

a) to agree the price of additional works in writing before works are undertaken.

b) to acknowledge the addition of extra works outside of the original contract will add delays to completion date.

c) Not to withhold any sums due to the Supplier.

d) To settle all invoices raised by the Supplier in the time frame specified in the attached quotation.

4.7. All goods, for whatsoever supplied, shall remain the property of the Supplier until paid in full.

5. Client's Obligations

5.1. The Client shall co-operate with the Supplier.

5.2. The Client shall be responsible for any permissions, licenses or consents which are necessary in order for the services to be provided unless the Supplier has agreed to do this as part of attached quotation. The Client warrants that he or she has applied for and obtained all such necessary permissions, license or consents prior to contracting the Supplier.

5.3. The Client shall be responsible for any privately arranged deliveries, including receiving and moving items into the property as necessary. Due to insurance restrictions, the Supplier are unable to assist with items delivered to site outside of those directly managed by the Supplier.

5.4. In the instance of warranty call-outs to the property, the Client must call the Supplier's office number only and not contact any tradesmen or employees of the Supplier directly. Office hours are Monday to Friday 8am – 5pm.

The direct office number is 0121 647 3741

For Emergencies please call 07398 132 318

6. Suppliers Obligations

6.1. The Supplier shall perform all duties, services and obligations under this contract with reasonable care and skill and to a high standard. He shall comply with all relevant codes of practice and statutory or regulatory requirements.

6.2. The Supplier shall take all reasonable care with the Clients property, including taking reasonable steps to protect the Client's furnishing's and wall and floor coverings during the provision of the services.

6.3. The Supplier shall at all times be registered and remain in good standing with such organizations as may be relevant for the purposes of permitting him to self-certify the compliance of the services provided with the relevant building regulations or alternatively if he is not so accredited then he shall make arrangements for a building inspector to certify the compliance of the services provided with the relevant building regulations.

6.4. The Supplier shall be responsible for managing and arranging the safe and lawful disposal of any waste materials which are generated or removed from the Client's property as a result of the provision of the services.

6.5. The Supplier will attend warranty call outs within a reasonable time-scale and repair and/or correct faults as necessary, however if the call out is deemed to not be a genuine warranty issue and due to unrelated issue or misuse of items (for e.g. leaking guttering due to leaves and moss, overloading of shelving, hair blocking shower trays, etc.) then a standard call out fee of £80+ vat and cost of repair will be invoiced to the Client.

7. Material Property Rights

7.1. Any materials which are used by the Supplier in providing or delivering the service shall remain the property of the Supplier until the Client has made payment in full.

7.2. Responsibility for any products or materials which are used in the supply, performance or delivery of the Services shall pass from the Supplier to the Client when work is completed even if payment has not been received.

8. The Guarantee

8.1. The Supplier provides to the Client, in addition to any statutory rights which the Client may have, a guarantee that the Services provided under this contract shall be free from defective or flawed materials or workmanship for a period of 24 months from the completion of the Services, however this guarantee shall not apply in the following circumstances:

a) Defects or flaws which are as a result of any misuse, failure to adequately and properly maintain, neglect or failure to follow instructions or recommendations on the part of the Client.

8.2. The Supplier shall, at his sole discretion, determine the manner in which he will satisfy this guarantee, whether by repairing re-performing or replacing the Services or by refunding to the Client all or part of the monies which have been paid.

8.3. Where the Client considers that the Services are defective upon delivery or performance then he shall notify the Supplier of this within 7 days, failing which he shall not be entitled to claim the benefit of this guarantee.

8.4. This guarantee shall not become effective until the Client has paid the Supplier in full, failing which the Client shall not be entitled to claim the benefit of this guarantee.

9. Force Majeure

9.1. 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.

10. Cancellation Policy

In line with 'The Cancellation of Contracts made in a Consumer's Home or Place of Work etc. Regulations 2008' our cancellation policy is;

10.1. You have a 7 day cooling off period from the date of signing your contract and these terms and conditions.

10.2. If you change your mind and wish to cancel the contract you must give us notice via e-mail at info@dhpconstruction.com and inform us of your intent.

10.3. If both parties agree to the works starting during the 7 day cancellation period then;

a) You still have the right to cancel within the 7 day period but you will be liable for costs of materials and labor performed until notice of cancellation.

b) You will pay the amount owing immediately upon receiving the invoice.

11. Payment Details

11.1. The total agreed cost of your job will be divided into equal weekly amounts for the expected duration of your project.

11.2. Weekly payments to DHP Construction Ltd should be made as cleared funds each Thursday after work commences by BACS Payment so funds are cleared by Friday 8am.

11.3. Alternative payments are available, however are not preferred. These include;

- a) Cheque –We are only able to accept cheques in exceptional circumstances.
- b) Cash – This must be received on Thursday of each week to allow bank clearance by Friday.

11.4. Occasionally an interim extra payment may be requested if;

- 1. Extra work has been requested
- 2. High cost items have been purchased
- 3. We are ahead of schedule.

This however will be discussed beforehand and in detail by DHP Construction Ltd Management if so required.

11.5. Bank Details

Account name – DHP Construction Ltd
Sort code – 20-07-84
Account number – 23355454

A weekly invoice will be generated and receipted for weekly payments via our invoicing system.

THIS AGREEMENT IS MADE ON THE

Date:

BETWEEN

“The Supplier”

DHP Construction Ltd, Arion Business Centre, Harriet House, 118 High Street, Erdington, Birmingham, B23 6BG

AND

“The Client”

Signed
On behalf of DHP Construction Ltd (the Supplier)

Signed
On behalf of the Client

(Sign)

(Sign)

(Print Name)

(Print Name)

(Date)

(Date)