

Specimen Contract
for
Home Owners

THIS AGREEMENT is dated:

BETWEEN:

(1) Customer Name:

Address:

Address of works if different from above:

Telephone Number:

(2) Name of Contractor:

Registered Address:

Telephone Contact Numbers:

Registration Number if Limited Company (state N/A if not applicable)

VAT Registration Number: (state N/A if not applicable)

Trade Membership Registration Numbers (GasSafe, FMB, CSCS, NiCEIC etc)

Schedule of Works

Part 1 – Description of the Works (attach additional sheets if required and initial each page)

(List all drawing numbers & documents attached to this document)

Part 2 – List of goods and materials to be supplied by the **Contractor**

Part 3 – List of goods and materials to be supplied by the **Customer**

IT IS AGREED as follows:

1. TIMING

1.1 The Contractor shall commence the Works on

1.2 The Contractor shall use best endeavors to complete the Works by:

1.3 The Contractor shall notify the Customer in writing of the date when the Works are practically complete by submission of a final invoice.

1.4 The Contractor shall at his own expense and within a reasonable period of time rectify any defect in the Works that is notified to him by the Customer within one month from the date of practical completion of the Works.

1.5 The Customer will allow the Contractor to work during the following hours against the days listed:

2. PRICE:

2.1 The price agreed is inclusive of VAT

2.2 The price includes the costs of dealing with any problems arising during the Works which the Contractor should have discovered by careful inspection prior to this agreement

2.3 The price includes the fees and costs of the Contractor in applying for:

Planning Permission

Building Regulations

Party Wall Consents

Other (State)

The Contract Price Agreed is:

£

3. GUARANTEES

3.1 The Contractor guarantees all materials and workmanship for a period of 12 months from the date of completion of the Works and submission of the final invoice

4. CONTRACTOR'S OBLIGATIONS

4.1 The Contractor shall (where required) 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 start and finish the Works within the agreed timescales or any extension made to it (by prior agreement with the Customer).
- 4.3 The Contractor shall provide:
- 4.3.1 the goods and materials (if any) listed in Part 2 of the Schedule of Works;
and
- 4.3.2 all other goods and materials required to complete the Schedule of Works except for those (if any) listed in Part 3 of the Schedule of Works
and all goods and materials shall be new (unless otherwise agreed), fit for purpose and of a satisfactory quality.
- 4.4 The Contractor shall provide all tools, plant and machinery, safety equipment and protective clothing needed to carry out the Works except for those (if any) listed in Part 3 of the Schedule of Works
- 4.5 The Contractor shall remove from the site on a regular basis all waste created, and shall keep the site clean and tidy during the course of the Works
- 4.6 The Contractor is responsible for organising how and in what order the Works are done, but shall liaise with the Customer to ensure that due account is taken of the impact of the timing of the Works upon the activities of the Customer and any other sub-contractors also engaged by the Customer (if any).
- 4.7 The Contractor shall comply with all laws and regulations relating to the Works including but not limited to Health and Safety compliance.
- 4.8 The Contractor will minimise disturbance to neighbours, avoid pollution and nuisance from the Works and ensure that, where required, temporary site protection is provided and the work area is safe and weatherproof.

5. CUSTOMER'S OBLIGATIONS

- 5.1 The Customer will ensure that the Contractor has sufficient access to the site to perform the Contractor's obligations during the agreed working hours.
- 5.2 The Customer will ensure the Contractor has access to any necessary services such as (but not limited to) electrical and water supplies, toilet and washing facilities (strike off any item not required)
- 5.3 The Customer will ensure that the work area is kept clear of obstructions to permit the Contractor to carry out the works agreed
- 5.4 In the interests of safety, the Customer will prevent access to the site by any children, visitors or other adults not engaged in the Works
- 5.5 The Customer will take heed and act upon any warnings issued by the Contractor regarding site Health and Safety or environmental risks identified
- 5.6 Where applicable, the Customer will provide the goods and materials listed in Part 3 of the Schedule in good time to allow the Contractor to fulfill the Contractor's obligations, time being of the essence.
- 5.7 The Customer undertakes to notify the household insurers that work is about to be carried out at the premises (cover may be withdrawn otherwise)

6. LIABILITY, INDEMNITY AND INSURANCE

- 6.1 The Contractor shall be liable for, and shall indemnify the Customer against, any costs, liability, damages, loss, claims or proceedings in respect of personal injury to or death 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 be liable for, and shall indemnify the Customer 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 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 Customer.
- 6.4 The Contractor shall provide adequate insurance to cover full costs of loss or damage to the Works or to any unfixed materials on the premises.

7. PAYMENTS TO THE CONTRACTOR

- 7.1 Interim payments will be made on a monthly basis with a final payment following completion of the Works in accordance with the provisions below.
- 7.2 After the end of one month from the commencement of the Works and thereafter at one month intervals the Contractor shall submit an invoice to the Customer.
- 7.3 The amount invoiced must fairly reflect the work that has been carried out. The invoice must specify the work that has been done and the goods and materials used.
- 7.4 The Contractor must not submit invoices that in aggregate account for more than 95% of the price until the date 3 months after practical completion of the Works or (if later) one month after any defects notified to the Contractor under clause 1.4 have been rectified (the "Final Payment Date").
- 7.5 After the Final Payment Date the Contractor shall submit an invoice to the Customer for the remaining 5% of the price.
- 7.6 The Customer shall pay the sums specified in the invoices within 14 days of receipt of the invoices.
- 7.7 All payments made under this Agreement are expressed inclusive of any Value Added Tax chargeable thereon.
- 7.8 If the Customer has not settled an invoice by the due date the Customer shall pay the Contractor interest on the amount due at the rate of 5% per annum above the base rate for the time being of Barclays Bank Plc from the due date until the payment is received.

7.9 No further payment will be made to the Contractor for the Works over and above the consideration referred in Clause 2 and without limitation no payment will be made to the Contractor in respect of any goods, materials or other expenses incurred by the Contractor in carrying out such Works unless agreed in writing in advance.

8. **FORCE MAJEURE**

8.1 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.

8.2 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 30 days, 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.

9. **TERMINATION**

9.1 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:

9.1.1 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;

9.1.2 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.

9.2 If the Contract is terminated:

9.2.1 this Agreement shall terminate automatically;

9.2.2 the Terminating Party shall immediately notify the Other Party of the termination;

9.2.3 the Contractor shall immediately leave the site.

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

10. **DISPUTE RESOLUTION**

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

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

- 10.1.2 either party may refer the matter to adjudication in accordance with the Scheme for Construction Contracts (England and Wales) Regulations 1998 as amended from time to time;
- 10.1.3 either party may refer the matter to arbitration in accordance with the rules of the Arbitration Act 1996 as amended from time to time. 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.

11. MISCELLANEOUS

- 11.1 This Agreement contains the whole agreement between the Contractor and the Customer 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.
- 11.2 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.
- 11.3 The headings in this Agreement are for reference purposes only and shall not be incorporated into this agreement.
- 11.4 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.
- 11.5 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.

12. GOVERNING LAW AND JURISDICTION

- 12.1 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 that this Agreement has been duly executed on the date first written

SIGNED by the **Customer**:

SIGNED by the **Contractor**

Dated: