

## **Builders of London Contractors Ltd**

### **Terms and Conditions**

#### **1. Introduction**

1.1 These Terms and Conditions constitute the entire agreement under which Builders of London Contractors Ltd (“we”, “us”, or “our”), registered in England and Wales under company number 14407400 with its registered office at 7 Bell Yard, London, WC2A 2JR, supplies all services.

1.2 By accepting our quotation in writing, by post, electronically via email, or by allowing us to commence the Services, you (“you” or “your”) agree to these Terms and Conditions. These Terms and Conditions and our quotation (the “Contract”) are the entire agreement between us.

1.3 You acknowledge that you have not relied on any statement, promise, or representation made or given by or on our behalf that is not set out in the Contract.

#### **2. Interpretation**

2.1 A “business day” means any day other than a Saturday, Sunday, or bank holiday in England and Wales.

2.2 Headings are for convenience only and do not affect the interpretation of these Terms and Conditions.

2.3 Words imparting the singular shall include the plural and vice-versa.

#### **3. Services**

3.1 We warrant that we will use reasonable care and skill in performing the Services, which will comply with the quotation, including any specification in all material respects. We may make changes to the Services necessary to comply with applicable law or safety requirements, and we will notify you if this is necessary.

3.2 We will use reasonable endeavours to complete the Services within the time agreed or set out in the quotation. However, time is not of the essence in our performance of the Services.

3.3 These Terms and Conditions apply to the supply of any goods as well as Services unless specified otherwise.

3.4 The Contract is subject to a site visit and structural engineer’s assessment and calculations where necessary.

3.5 The Contract represents your requirements and is not a builder’s survey. We are not liable for any service not included in it.

#### **4. Your Obligations**

4.1 You must obtain any permissions, consents, licenses, or otherwise that we need and provide us with access to all relevant information, materials, properties, and other matters necessary to provide the Services.

4.2 If you do not comply with clause 4.1, we may terminate the Services.

4.3 We are not liable for any delay or failure to provide the Services if caused by your failure to comply with these obligations.

4.4 Materials, suites, furniture, and appliances selected by you cannot be changed after purchase. Specific materials requested by you incur a 15% administration and handling fee.

4.5 All materials and goods should be thoroughly checked by you prior to installation. We will assume this has been done unless we hear otherwise and that you are satisfied for us to proceed.

4.6 You must be available for final consultation and sign-off on the last day of the project unless otherwise agreed in writing. If unavailable, you accept that the project is completed to your satisfaction, and full payment is due.

4.7 Any damage to property will be notified to you immediately, and we will outline steps to remedy the situation.

4.8 If dissatisfied with any aspect of the service, you must inform us within 14 working days and allow us to remedy using our tradespersons. We are not liable for costs of third-party reparations not agreed upon in writing. Notification of breakage or damage must be made in writing within 72 hours.

4.9 You are not permitted to commission works referred to in the Contract or any other works directly with any servant, agent, or sub-contractor of ours. We are entitled to be paid 120% of the full contract sum for any such commissioned works.

#### **5. Fees and Deposit**

5.1 The fees for the Services (the “Fees”) are set out in the quotation and are on a time and materials basis.

5.2 We can recover reasonable incidental expenses including, but not limited to, traveling expenses, hotel costs, subsistence, costs of third-party services required for the Services, materials costs, parking costs, and congestion charges.

5.3 Additional services not specified in the quotation will be charged at our current applicable daily rate or as agreed. The provisions of clause 4 also apply to these additional services.

5.4 The Fees include applicable VAT and other taxes or levies imposed by competent authorities.

5.5 A deposit (the “Deposit”) as detailed in the quotation must be paid within 3 days of acceptance.

5.6 Failure to pay the Deposit allows us to withhold the provision of Services or terminate the Contract.

5.7 The Deposit is non-refundable unless we fail to provide the Services and are at fault for such failure.

#### **6. Cancellation and Amendment**

6.1 We can withdraw, cancel, or amend a quotation if not accepted by you or if Services have not started within 30 days from the date of the quotation, unless withdrawn.

6.2 Either party can cancel an order before acceptance or rejection of the quotation.

6.3 Amendments to the Services must be requested in writing. We will use reasonable endeavours to make required changes, with additional costs included in the Fees.

6.4 Changes in the Services due to circumstances beyond our control will be communicated to you immediately, and we will use reasonable endeavours to minimize such changes.

#### **7. Payment**

7.1 We will invoice you for the Fees either when Services are completed or on the invoice dates set out in the payment plan.

7.2 Payment must be made within 7 days of the invoice date. Failure to pay may result in suspended Services and stand-down charges.

7.3 Interest at 8% per annum above the Bank of England base rate will be charged on overdue amounts.

7.4 Payments must be made in full without any deduction or withholding except as required by law.

7.5 Failure to pay allows us to suspend further Services and cancel future orders.

7.6 Direct payment to staff is prohibited unless explicitly authorized by our directors. Unauthorized payments result in an administrative charge of £50.

7.7 Receipts for payments will be issued upon request.

7.8 Payments must be made in British Pounds unless otherwise agreed in writing.

7.9 Outstanding amounts after 10 working days will be pursued through a debt collection agency, with you liable for all recovery costs.

#### **8. Sub-Contracting and Assignment**

8.1 We may assign, transfer, charge, subcontract, or deal with all or any of our rights and obligations under these Terms and Conditions.

8.2 You must not assign, transfer, charge, subcontract, or deal with your rights or obligations without our prior written consent.

#### **9. Termination**

9.1 We may terminate the Services immediately if you commit a material breach, fail to pay any amount due, become subject to a bankruptcy order, or any similar insolvency proceedings.

9.2 You have a 14-day “cooling-off” period to cancel our services starting from acceptance of the Contract. After this period, cancellation incurs a fee of 15% of the total project, labour costs up to the agreed time, non-removable items, returnable items, and any loss of profit caused by the cancellation.

9.3 Aggressive or abusive behaviour towards our staff results in immediate termination.

#### **10. Intellectual Property**

10.1 We reserve all copyright and intellectual property rights in any goods supplied in connection with the Services.

#### **11. Liability and Indemnity**

11.1 Our total liability is limited to the total amount of Fees payable by you under the Contract.

11.2 We are not liable for any indirect, special, or consequential loss, loss of profits, business interruption, or any failure to perform our obligations due to causes beyond our control.

11.3 You must indemnify us against all damages, costs, claims, and expenses suffered due to loss or damage caused by you or your agents or employees.

11.4 Nothing in these Terms and Conditions limits our liability for death or personal injury caused by our negligence, fraudulent misrepresentation, or any other matter for which it would be unlawful to exclude or limit liability.

#### **12. Miscellaneous**

12.1 Unfixed materials and goods on-site remain our property until payment in full is received.

12.2 Materials and goods on-site are at your risk. Replacement costs for damaged or lost items will be charged to you.

12.3 We are not responsible for materials and goods selected and purchased by you.

12.4 All reasonable care will be taken with materials supplied by you, but we are not responsible for their suitability or any damage during fixing.

12.5 Any materials proving faulty will be rectified at our cost, limited to recovery from the manufacturer or supplier.

12.6 Disposal of existing materials will be carried out unless otherwise agreed. No claims for disposed items will be entertained.

12.7 All materials supplied by us will be appropriate for their purpose. Exact matches for existing décor will be attempted, and you will be consulted if not achievable.

12.8 No provision is made for structural repairs beneath surface finishes unless specifically included in the contract.

12.9 You must remove your property from the working area unless agreed otherwise. Failure to do so may incur additional costs and delays.

12.10 Photographs of your property may be taken for records. Disputed damage claims incur a £50 administration charge.

12.11 A call-out charge of £90.00 + VAT applies if the issue is unrelated to our work.

12.12 Time frames are estimated and depend on material and labour availability.

12.13 Old pipework is not covered by our guarantee.

12.14 We will take precautions to cover and mask vulnerable areas, but there remains a risk of overspill or dust.

12.15 “Provisional sum” indicates an estimated amount included in the contract to cover a specific item of work; the actual cost may replace this sum.

12.16 Health and safety: Access to designated working areas shall be restricted to authorized personnel only for safety reasons. Appropriate PPE must be worn at all times within these areas.

12.17 No claims for delayed completion will be entertained if delays are caused by inclement weather, late delivery of materials not due to our fault, labour issues beyond our control, or changes in the contract design initiated by you during the construction period.

12.18 Dispute resolution: Any dispute arising from the execution of the work shall be referred to arbitration by a person appointed by the President of the Chartered Institute of Arbitrators, and the decision shall be final and binding.

12.19 Variations to the work specified in the contract should be agreed upon before the variation is executed, and such variations will not invalidate the contract but will be subject to these terms and conditions.

12.20 Insurance: It is your responsibility to inform your insurer that building works are being carried out on the property and ensure that you are adequately covered.

#### **13. Data Protection**

13.1 During the provision of Services, we may handle personal data of your employees, and in such cases, you are the data controller, and we are the data processor as defined in the General Data Protection Regulation (GDPR).

13.2 We will process personal data only to the extent required to provide the Services and will not retain it longer than necessary.

13.3 We will implement appropriate technical and organizational measures to protect the personal data we process.

13.4 Our Data Protection Policy is available on our website, and our Data Protection Officer can be contacted at [info@buildersoflondon.com](mailto:info@buildersoflondon.com) for any enquiries or complaints regarding data privacy.

#### **14. Force Majeure**

14.1 Neither party shall 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.

14.2 If such delays continue for more than 90 days, either party may terminate or cancel the Services to be provided under these Terms and Conditions, with written notice to the other party.

#### **15. Communication**

15.1 All notices and communications must be in writing, signed by or on behalf of the party giving it, and shall be deemed duly given when delivered by courier, sent by email with a successful transmission report, mailed by registered mail, or as otherwise specified in these Terms and Conditions.

#### **16. General**

16.1 No waiver by us of any breach of these Terms by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

16.2 If a provision of these Terms is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

16.3 These Terms and Conditions shall be governed by and interpreted according to the law of England and Wales, and both parties submit to the jurisdiction of the English and Welsh courts.