



**These terms and conditions explain the rights and responsibilities of the client, and Monarch Building Company LTD.**

1 Every client of *Monarch Building Company LTD* will receive a written quote from the company which contains all information to complete the project. Please get in touch with us so that we may provide you any additional clarity that the client or customer may need.

Should the client request additional works to be carried out, *Monarch Building Company LTD* can deliver this; however, the client must provide written confirmation. Before extra works start, a breakdown of costs over the initial client-agreed quotation will be given and approved upon.

2 A "CONTRACT" with *Monarch Building Company LTD* is an explicit and unambiguous commitment between two parties namely you the client and *Monarch Building Company LTD* to form a binding agreement. It is an arrangement by the client to have work done based on a written quotation headed "Quote/Estimate" that is sent directly to the client on official Oates Property Services letterhead/email.

3 Once a quotation has been accepted (verbally or in writing) and the client has paid their deposit, a contract is created, and these terms become operative. All quotations are good for three months after issue date.

4 After entering into an agreement (a "contract") with *Monarch Building Company LTD* clients have 14 days to withdraw from the arrangement if they so wish. To terminate the contract please call 01256 520 015 or email [monarchbuildc@hotmail.com](mailto:monarchbuildc@hotmail.com)

5 Unless otherwise specified, all quoted prices are predicated on unrestricted access to site, during our regular business hours of Monday to Friday 8am to 4pm. Please note that we might be there until 6pm or on a weekend. If this occurs, we will obtain prior consent from the client.

6 Planning permission, building control, and any utility adjustments must be arranged by the client. Before starting any work, *Monarch Building Company LTD* reserved the right to request any documentation confirming all necessary permissions have been obtained.

7 Once work begins, it is assumed that it will continue unabated for the term of the contract and if necessary, in compliance with any applicable planning permissions. Any expenses resulting in delays brought on by unanticipated events will not be covered by *Monarch Building Company LTD*

8 In order, to cause the least amount of inconvenience to the customer and to enable the contractor to complete the job effectively. *Monarch Building Company LTD* shall make reasonable agreements with the client regarding any practical arrangements, where possible.

9 For the delivery of construction supplies, equipment, machinery, waste removal and contractor vehicles, unrestricted access to property is necessary.

10 All materials that are used or removed from site belong to *Monarch Building Company LTD* will be disposed of according to contract.

11 For onsite labour, *Monarch Building Company LTD* may hire trades directly or through a subcontractor. Every sub-contractor assumes full accountability for any third-party liability. Contractors for plumbing works are registered CORGI trades persons. All electricians are Part P Certified. *Monarch Building Company LTD* will supervise all projects through to completion and assume full operational responsibility for the exaction of works according to the contract agreed.

12 Before work begins, *Monarch Building Company LTD* will give the client a payment schedule. This typically consists of a 5% non-refundable deposit, paid in advance, this is to reserve trades, acquire supplies and set formal works date.

An agreed secondary payment will be due part way through the project, and a final settlement to be paid at the conclusion of the project.

In the unlikely event that *Monarch Building Company LTD* must cancel your work commencing, you will receive a full refund of your deposit within 28days from the due start date.

13 Each invoice will function as a payment receipt and will be sent out before the applicable deadline. Payments must be made on schedule. Nonpayment could lead to works being hindered or stopped.

Bank transfer is our preferred method of payment for all works. All details to support this can be found on your invoice. Any other payment methods please agree with *Monarch Building Company LTD* prior to contract start.

14 *Monarch Building Company LTD* has a Public Liability Insurance and Employers' Liability to the sum of £2,000,000. All usual general building practices are covered within this policy.

15 All client information is retained in accordance with the Data Protection Act 1988 and all personal and other client details will remain confidential

16 We offer a 24month guarantee ion our workmanship to all our customers. Material guarantees are3 valid for the duration of the manufacturer's warranty, if any. Our guarantee does not cover the integrity of existing structures, materials or decorations, but does protect all new work, new materials used in the construction.

Please be aware that decorations are signed off upon completion of job but do not fall under our guarantee. A six-month guarantee is offered for plastering work only.

Should breakdown occur after the guaranteed term, we are more than happy to investigate the cause, negotiate a quick fix and complete any repairs agreed upon as quickly as possible. Please note this may well incur charges for works to repair.

17 *Monarch Building Company LTD* disclaims all liability for the existence of rotten or decayed wood/materials in existing structures, including window and door frames. Whether or not they were discovered prior; during; or after contracted works.

18 The appropriateness of the current boiler's capacity to support further plumbing work is not our responsibility. Should your boiler be found to be unsuitable, we will discuss options with the client and any parts supplied will be done at trade costs.

If we must remove existing radiators for any reason (e.g. plastering) we will not be held responsible for their effectiveness once they are replaced.

19 *Monarch Building Company LTD* will aim to safeguard existing surfaces with the use of plastic sheeting, dust sheets and floor protection, along with careful work practices. Additional protection can be arranged for an additional fee. Before work begins, we strongly advise clients to remove any fragile, valuable or sentimental items from the work area and walkways to and from. Oates Property services Ltd will not be held responsible for any breakages, stains, lost or missing belongings. Any furniture will need to be moved from work areas, unless with prior arrangement and client understanding if left in situ will be at their own risk.

20 Prices are based on the understanding that NO retentions or payments will be kept back unless previously approved, Discounts will not be granted to main or subcontractors unless formally agreed in writing.

21 *Monarch Building Company LTD* will endeavour to always employ a helpful attitude and will always attempt to bring the building works to a satisfactory conclusion as soon as possible considering weather conditions, availability of specialist materials and unforeseen circumstances etc.

22 *Monarch Building Company LTD* reserve the right to take photos, to document a projects development and for future reference (e.g. pipe and electrical wiring configurations) as these can be buried behind walls and flooring at time of completion.

We maintain the right to use these images for marketing purposes on our website, in our works portfolio and /or other social media platforms. If you are unhappy with this, please withdraw your consent by kindly notifying us by email prior to works start date.

23 *Monarch Building Company LTD* will not be liable for any injuries sustained by tenants throughout the duration of the working contract. We advise all tenants to stay clear from the working areas for safety of themselves and our team. If you require anything within the working room please ask a member of staff, if you linger in the room while works are being carried out you will be asked to leave otherwise works will be held up & billed for time loss.

24 For multi room/area projects, once one room is completed you may be asked to switch rooms as a tenant or be required to move property and belongings within the house. Please support our teams in making this a seamless transition allowing for little or no hold ups. Stoppage could be subject to extra charges if project held up unreasonably.

25 If any of our finished works become damaged or ruined whilst drying out e.g. silicone, paint, grout and or plaster etc. The client is solely responsible for paying for this to be replace, repaired or rectified; this is not the duty of *Monarch Building Company LTD* .

26 *Monarch Building Company LTD* reserve the right to halt works and the client/ landlord contacted if any tools or materials disappear from site whilst works being carried out. In some instances, the Police will be contacted and a report and crime reference obtained.

27 We may require for the water or power to be turned off for the day whilst we carry out the works required if this is a problem please speak to your landlord.

28 *Monarch Building Company LTD* are NOT liable for any radiators within the property which are not working or fully heating. When or if we need to refill your heating system existing sludge build up can be pushed around your system and make certain or all radiators not fully operational. We advise on a power flush to be carried out please ask the installer for more details.

\*\*Power flush - due to the nature of the works being undertaken we can NOT guarantee that the old TRVs can withstand the pressure of the power flush due to old systems & radiators. *Monarch Building Company LTD* won't be able to tell if your system has been installed properly or too old causing valves to perish.

29 Any electrical work carried out may have further costs incurred, due to having to supply an electrical certificate. The circuit we are working on may have a fault which we must find & fix to be able to supply a certificate & proceed with works. This will be billed for by the hour to cover the costs of all works needed.

30 Due to the nature of our works we can disrupt ceilings & walls around the working area we ask all artwork, clocks and personal belongings to be removed prior to this, it is common for below ceilings to split or crack due to vibration. *Monarch Building Company LTD* are NOT liable for this we can make repairs upon this request but will only be a filler mix & a sand smooth.

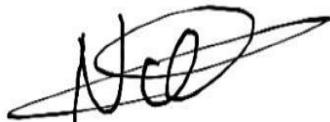
31 *Monarch Building Company LTD* cannot guarantee all waste will be collected for the agreed price. Most works are inclusive of a waste removal estimate because of this, if you are a Wickes customer Wickes ONLY cover 1 X Hippo Bag, any work above this will be billed for (excluding B&Q)

Should your waste overflow & require an additional bag you will be charged for this. B&Q customers' waste is collected by Any Junk who do not supply a bag.

32 It is the client's responsibility to warn neighbours or residents that *Monarch Building Company LTD* will be carrying out works in your property, if access from an adjoining property needs to be obtained, we will arrange this with you the client & anyone effected

Monarch Building company LTD

Managing Director Nathan Oates



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Clients Name -

Date -

Client signature

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