

Terms & Conditions

Topbuild Carpentry Ltd (‘the Company’) will execute the works with respect to the following terms and conditions, which are incorporated into the Contract between the Company and the client and the acceptance of the Company’s ‘Quote/Estimate’ will signify acceptance of these terms and conditions.

The Company shall provide all clients with a written Quote/Estimate, which shall include sufficient detail for the completion of the works. In the event the client requires any clarification the client is obligated to contact the Company so that clarification can be provided. Additional works may be provided subject to written confirmation of the works and additional Quote/Estimate being provided to the client.

A ‘Contract’ with the Company is an agreement with the client to have work undertaken based upon the Quote/Estimate submitted directly to the client on an official Company letterhead. The Contract is designed to be a clear and straightforward undertaking between the two parties to form a Contract. Quote/Estimates are valid for 60 days from the date of the Quote/Estimate.

Once a Quote/Estimate has been accepted by the client (either verbally or in writing); the client is required to pay an agreed sum as a deposit in good faith prior to work commencing. Upon payment of the deposit the Quote/Estimate becomes a Contract and shall operate under these terms. The client has a 14-day cooling off period in the event the client wishes to cancel the Contract. To cancel, the client may contact the Company by ‘phone (01216040002) or email topbuildcarpentry@outlook.com. Deposits are non-refundable. In the unlikely event the Company has to cancel the Contract, the client’s deposit shall be returned to the client in full within 2 working days.

Quote/Estimates are provided upon the implied understanding that no payment retentions are held unless agreed prior to work commencing. Discounts are not granted unless agreed and confirmed in writing before work commences.

Quote/Estimates are calculated on the basis of free access and unimpeded working during normal working hours (08:00 – 16:30 Monday to Friday, unless otherwise agreed between the parties. Under certain circumstances it may be necessary to be on site on a Saturday or up to two hours earlier and/or later than the above times to facilitate progress and will be advised and agreed with the client beforehand.

For any additional works or variations to the Contract a written Quote/Estimate will be provided wherever possible and charged at a reasonable and fair price based upon the variation.

The Company shall complete the works in accordance with the Contract with all due diligence and in a good and workmanlike manner using materials and workmanship of the quality and specified therein. The Company shall use its best endeavours to complete the works within the specified time period; this however will not form the basis of the contract and the Company shall not be liable for any delays caused by reasons beyond its reasonable control, including but not limited to inclement weather and matériel delays.

All materials and equipment on site which form part of the Contract works shall remain the property of and be exclusive possession of the Company until such time as the contract sum has been paid in full.

Commencement of work is under the assumption of uninterrupted work for the duration of the Contract and in accordance with planning permission and regulations where applicable. The Company shall not be held liable for any costs incurred because of delays due to unforeseen circumstances or any extra work requested by a competent third party such as but not limited to a building inspector. It remains the client’s responsibility to arrange/agree all planning permission, building control, party wall surveyors and any utility changes (e.g. gas, electricity, water, telephone, internet, satellite) in advance of work commencing. If planning permission is required the Company may request to see documentation that permission has been granted prior to the commencement of work.

The Company shall not be liable to the client for any unforeseen site conditions not apparent at the time of survey and/or without opening up the existing structure or groundworks prior to work commencing.

If upon work commencing and during the build, the building itself is found to have any structural defects, infestations or other serious defect the Company shall inform the client accordingly and agree to stop/postpone the works until the client, at the client's expense, has rectified the issue to the satisfaction of the Company, prior to work recommencing. In the event of any such postponement the Company shall be paid for all materials used up to the point of postponement and materials on site.

The Company shall agree with the client all practical arrangements regarding working methods to ensure minimal client whilst allowing work to be efficiently carried out.

Unencumbered access is required for delivery of building materials, plant, machinery, skips etc. All new, fitted, used or removed materials on-site remain the property of the Company until full and final payment has been made; rubbish and leftover material will be disposed of in accordance with prevailing disposal/recycling regulations and good practice. In the event asbestos is found while working, the Company shall not be liable for its removal and disposal or any other related costs incurred which shall remain for the client's account.

It remains the choice of the Company to utilise employed or subcontracted labour as appropriate. In the event of a subcontractor being used, third party liability shall remain the responsibility of the subcontractor. All gas, plumbing subcontractors are Gas Safe registered and by the same token all electricians are Part P certified.

The Company will oversee all works to completion and assumes full general and operational responsibility in the running of any contract agreed with the client. If necessary, the Company will provide a payment plan to the client prior to commencement of works. The payment plan will usually include a deposit, staged payments throughout the delivery of the works and an end payment. End payment is to be paid at end of main works; if a snagging list is required to complete, the Company will agree a sum to be withheld until the work detailed in the snagging list until it is complete.

Invoices will be presented to the client prior to the relevant payment date. Payments shall be made in a timely manner to enable work to progress. In the case of non-payment work may be impeded, suspended or cancelled. The Company shall be entitled to charge interest on all outstanding monies at the rate of 5% over Bank of England Base rate prevailing at the time the monies fall due; payments can be made by cheque, cash or electronic bank transfer. All invoices include bank account and sort codes to set up electronic bank transfers.

The Company maintains Public Liability Insurance and covers all usual general building practices and available to the client for inspection upon demand.

The Company provides all clients with 12 months workmanship warranty in addition to manufacturer's product guarantees and warranty periods where applicable. The Company's warranty covers all work carried out by the Company and materials used in construction or repairs, but do not cover the integrity of any existing structures, materials, or decorations. In the event of a failure outside the warranty period the Company if required shall investigate the cause, make a recommendation, provide a Quote/Estimate and carry out any agreed remedial work as soon as reasonably and practically as possible. Charges may apply for remedial work carried out outside the warranty period or to items not covered by warranty. The Company provides a 2-month plastering warranty to allow for settling. Any claim under the plastering warranty must be made in writing to the Company by the client within fourteen days of a defect becoming apparent.

No responsibility is taken by the Company for perished or rotten timber (or any other perished or rotten materials) in existing structures including but not limited to doors, windows and frames whether detected or undetected at the time of Contract.

The Company shall not be held responsible for the function and suitability of the existing boilers or existing electrical. If for example the existing boiler, consumer unit or circuit board is deemed to be unsuitable, this shall be discussed with the client and any work to required quoted for separately. The Company shall not be responsible for the function and effectiveness in the event existing radiators are refitted.

The Company will take all reasonable care to protect existing surfaces however, responsibility for damage protection remains the responsibility of the client. Special protective arrangements can be at an agreed additional cost. The Company recommends the client removes any items that may be damaged as a result prior to work commencing. If the Company is required to move items, furniture etc to undertake work the Company shall neither be liable nor responsible for any damage or breakages that may result.

All clients are required to keep all valuables and expensive items safe and secure for the duration of the works, because the Company shall not be held liable for any loss.

It is the Company's intent to employ a helpful and positive attitude at all times and will always attempt to deliver the Contract as soon as reasonably possible notwithstanding weather conditions, availability of specialist materials and other unforeseen circumstances.

With prior written agreement with the client, the Company may take photographs, video of work prior, during and after work has been delivered for use on the Company's website and on various social media platforms for promotion, marketing and information purposes only. Identities and location will be anonymised; all client information is retained in accordance with the Data Protection Act 2018 (GDPR).