



Bear Builders Terms of Business

- 1. Definitions – Bear Builders** is referred to as “**the Contractor**” and the party or parties for whom the works are provided are referred to as “**the Client**” in these terms of business.
- 2. Payment** – An invoice will be issued by the Contractor to the Client at the intervals agreed before work commences on the basis of the works carried out by the Contractor (“**the Original Works**”) or upon the conclusion of the Original Works if earlier. The Contractor may include in those invoices claims for payment in relation to any further goods or services requested of the Contractor by the Client or by the local authority building control which are additional to the Original Works and provided by the Contractor (“**the Additional Works**”). The Contractor will attempt to agree in advance of performance of the Additional Works with the Client his remuneration for the Additional Works, but otherwise will be entitled to payment from the Client of a fair and reasonable sum. The Contractor will allow a fair and reasonable sum for any changes to the Original Works arising from omissions to the Original Works requested by the Client. Invoices are due upon receipt by the Client. The final date for payment of the Contractor’s invoice is 14 days from the date of the invoice. VAT if applicable will be charged at the current rate.
- 3. Retention Monies** – The above will not be deducted from any payment unless agreed with the contractor prior to signing the contract. If required, this will be noted and added to the contract and initialled by both parties.
- 4. Additional Works** – will generally be charged on the following hourly works rates: £19.00 per hour plus expenses and disbursements and VAT. Materials will be charged at cost plus 10%, any plant involved will be charged at cost plus 10%. Every effort will be made to provide fixed price quotations for additional agreed work.
- 5. Duty of Contractor** – The Contractor shall carry out the Original Works and any Additional Works exercising reasonable skill and care. The Contractor’s works do not include advice in connection with (a) the Party Walls Act 1996 or (b) the Construction (Design and Management) Regulations 2015 in respect of which the Client should seek separate advice. The Client’s attention is drawn to the provisions of this Act and Regulations. Further, the Contractor has no responsibility for the design of the Original Works or any Additional Works unless expressly agreed otherwise in writing by the Contractor.
- 6. Interest** – Any sums due and remaining unpaid following the expiry of 14 days from the issue of an invoice by the Contractor to the Client shall bear interest at the rate of 8% per year simple interest. Such interest will be paid to the Contractor by the Client on demand.
- 7. Termination** – The Contractor shall be entitled at any time to terminate his employment by giving 14 day’s notice in writing to the Client. Upon any termination, the Contractor shall promptly take all practicable steps to bring to an end the Contractor’s Services in a diligent and orderly manner. The Client shall pay to the Contractor all sums then properly

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due and owing to the Contractor under the Contractor's quotation and clauses 2, 3, and 5 above. Termination or suspension of the employment of the Contractor shall not affect the operation of any provisions of these terms of business which remain capable of operation after such termination.

8. **Timescale/Budget** - The Contractor will endeavour to complete the works within the agreed time scale but will not be liable for any consequential costs should the contract period be extended due to anything outside his control, i.e. inclement weather, material deliveries, awaiting information from the client, LA or any other professional body, directly employed subcontractors or force majeure. The Contractor does not warrant that the works may be completed within any budget or that planning consent or statutory approvals will be granted. Time is not of the essence.

9. **Architect, Engineer or other Third Parties** – It may be necessary to appoint an architect, an engineer or other third party to advise on various aspects of the project. This party must be appointed by the Client and not the Contractor on behalf of the Client. The Client will be responsible for payment of the architect, engineer or other third party's fees.

10. **Limitation and Insurance** – The liability of the Contractor for any loss or damage suffered or alleged to have been suffered or to be suffered by the Client (except in respect of death or personal injury) shall be limited to a fair and reasonable sum to be agreed before commencement of the contract. The size and nature of the project and the parties may wish to cap liability to the level of the insurance held. The Contractor holds the following insurances: Employer's Liability £10M, Public Liability £2M. Further insurances may be available via FMB Insurance Services Limited. The Client will notify his household insurer that construction work is being undertaken.

11. **Resolution of Disputes** – This contract is subject in all respects to English law, and the English courts shall have exclusive jurisdiction with regard to all matters arising under or in connection with it. If any dispute or difference ("**Dispute**") shall arise between the Contractor and the Client during the course of or subsequent to the carrying out of the Original Works or any Additional Works, the parties shall meet in a good faith effort to resolve the Dispute. The parties may also approach the Federation of Master Builders for assistance in resolving the Dispute. At any time, the parties may refer a Dispute to an alternative dispute resolution body or an adjudicator either agreed between the parties or nominated by a recognised adjudicator nominating body and the rules of the adjudication shall be those of the Model Adjudication Procedures published by the Construction Industry Council at the date of the reference.

12. **Third Party Rights** – The parties hereby confirm that notwithstanding any other provision in this appointment it shall not and shall not purport to confer on any third party any right to enforce any term of this appointment for the purposes of the Contracts (Rights of Third Parties) Act 1999.

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13. **Warranty** - If a warranty is included in the contract or added to the original contract price the terms and conditions included therein will take precedence should there be a conflict between these terms of business and the terms and conditions in the warranty and should a claim arise.
14. **Construction Design Management (CDM) Regulations** - If the project lasts longer than 30 working days or there are more than 20 operatives on site at any one time please consult your chosen contractor or your project designer for guidance about notification to HSE.
15. **Goods and Materials** - All goods and materials brought to site remain the property of the Contractor until paid for in full.
16. **Unforeseen Defects** - Any defects discovered in the original structure requiring remedial works by the Contractor will be costed and the price agreed before commencement.
17. **Asbestos** - If Asbestos is discovered work will cease immediately awaiting the removal by a specialist Contractor all costs involved will be the responsibility of the Client.
18. **Working hours** - These will be 7.30 to 17.00 Monday to Friday full and unrestricted access will be made available during this period.
19. **Areas of Work** - The Client will ensure that the working and designated storage areas are kept clear of obstructions and personal effects throughout the contract period.
20. **Other Operatives** - The Client will not employ any other tradesmen to work on the site without the prior consent of the Contractor.
21. **Materials** - All salvaged materials will become the property of the Contractor unless otherwise specified by the Client before work commences.

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