



Terms and Conditions for daywork

Build Team Solutions Ltd

1. General

1.1 In these terms and conditions unless the context otherwise specifies "the company" shall mean Build Team Solutions Limited ("BTS") and "the customer" means the person who has ordered services and materials from the company and who is defined as consumer in accordance with Section 12 of the Unfair Contract Terms Act 1977 and agreed to be supplied by the company to the customer.

1.2 "Services" shall mean all Services supplied by BTS in the course of this Agreement.

1.3 "Works" shall mean the work carried out as part of this Agreement and the physical location of the work being carried out as defined in Schedule 1 below.

1.4 No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by director of BTS or a person authorised to sign on BTS' behalf.

2. Proposal

2.1 The Proposal given on or attached to these Terms and Conditions will only remain valid for a period of 14 days.

2.2 The Proposal must be accepted by the Customer in its entirety and without modification.

2.3 Acknowledgment and acceptance of this Proposal is made by the Customer placing an Order within the period specified in paragraph 3.1 above, at which time the Customer will be bound by these Terms and Conditions. Such contract is hereinafter referred to in these Terms and Conditions as "an Order".

2.4 BTS reserves the right to refuse any Order.

3. Price

3.1 The price for the Products and Services is exclusive of Value Added Tax (VAT) and such other charges that may apply.

3.2 If the price of the Products and Services increases for any other reason between the date of the Order and the date of delivery and/or completion BTS will notify the Customer of this.

4. Price and Payment

4.1 Unless otherwise stated in the Order payment for the materials comprised in each Order shall become due on the day of delivery. Payment for services supplied shall become due within 7 days of date of invoice. BTS understands and will exercise its right to interest under the Late Payment of Commercial Debts (Interest) Act 1998 if payment is not received according to these terms.

4.2 BTS will be entitled to claim all additional costs (including, but not limited to legal costs) incurred in obtaining payment from the Customer where the Customer is late paying BTS.

4.3 Title to the materials comprised in the Order shall not pass to the Customer until the Customer has paid the full price. Furthermore BTS reserves the right to sue for the price once payment becomes due notwithstanding that title may not have passed.

5. Delivery and Risk

5.1 Unless otherwise stated in the Order, the price quoted includes delivery to the address specified in the Order.

5.3 Risk in the goods shall pass to the Customer upon delivery.

6. Obligations of BTS

6.1 Before starting any Works BTS will carry out an inspection to make sure that all Works quoted for are appropriate and practicable.

6.3 BTS may where necessary sub-contract parts of the Works to suitably qualified sub-contractors. BTS will inform the Customer in writing prior to appointing the sub-contractor. Such written notice to the Customer will provide full details of the proposed sub-contractor.

6.4 BTS will at all times hold appropriate and valid insurance, including public liability insurance.

6.5 BTS shall ensure that all Works are carried out with reasonable care and skill and to a reasonable standard.

6.6 If during the Works any issues are found that require additional time or materials or because of alterations in design, specification or otherwise and this causes an increase in costs BTS will send the Customer a further Proposal giving details of the extra costs and will only proceed with the Works once the Customer's written acceptance has been received.

6.7 BTS shall ensure the safe and proper disposal of all waste materials generated by the Works.

7. Customer Obligations

7.1 The Customer will permit BTS access during normal working hours to carry out an inspection and thereafter to undertake the Works according to the programme set out in the Proposal.

7.2 The Customer will remove all items necessary to allow BTS to commence the Works and cover and protect all fixtures and fittings, which cannot be removed.

8. Warranties and Guarantees

8.1 BTS guarantees the Services provided shall be free from all defects for a period of 12 months after completion of the Works.

9. Defects and Snagging

9.1 BTS will not be responsible for defective Products and/or Services where caused by the negligence or poor workmanship of third party contractors not employed by BTS.

9.2 BTS working with the Customer shall agree and produce a comprehensive "snagging list" of faults to be corrected before the Works end and.

9.3 BTS reserves the right to delay completion of any snagging list where payment for work previously and satisfactorily completed is late.

10. Exclusions

10.1 BTS does not exclude liability for death or personal injury.

11. Cancellation

11.1 The Customer may cancel the Order by giving BTS written notice of cancellation within 7 days of the Order having been made in which case BTS reserves the right to retain amount to cover costs already incurred in respect of the Order.

11.2 If the Customer does not notify BTS within the time period stated in paragraph 15.1 above any monies paid by the Customer will be retained in full by BTS.

SCHEDULE ONE

Build Team Solutions Limited

Office Address: Devana, Cardinal's Green, Horseheath, Cambridgeshire CB21 4QX

Registered Office Address:

Contact Person: Mr Alan Cunningham, Director

Phone/Email/Fax: 01223 894854/

CUSTOMER

Customer Name:

Customer Address:

Phone/Email:

DESCRIPTION OF PRODUCTS TO BE SUPPLIED:

(If possible, specify timber/bricks etc)

DESCRIPTION OF SERVICES TO BE SUPPLIED:

(e.g. construction of driveway or specify with reference to specifications)

LOCATION OF WORKS:

START DATE:

WORKS TIMETABLE AND MILESTONES:

PROJECT ESTIMATED PRICE:

PAYMENT TERMS: