

GENERAL TERMS OF CONTRACT & SALE

Definitions:

'The Company' shall mean Britannia property solutions.

'The Customer' shall mean the signatory (ies) to this contract.

'The Services' shall mean all works undertaken by the Company for the Customer.

'Contract Price' shall mean the price as quoted by the Company and agreed by the Customer together with the price of all additional work carried out by the Company as instructed by the Customer.

'The Installation' shall mean all goods and services supplied by the Company to the Customer.

'Variation' shall mean goods and services supplied by the Company wholly or partly or in addition to those quoted and agreed as stated overleaf.

'Extras' shall mean additional goods and services supplied by the Company at the request of the Customer. 'Completion' shall mean when the installation has been finished.

'Ponding' shall mean the accumulation of surface water upon the installation.

'Estimate' shall mean appropriate judgement of value of cost of works and duration of Contract.

The Customer acknowledges that the Company is not engaged to provide consultancy services to diagnose and prescribe remedies to problems of building structure and design.

1. This Contract shall constitute the whole agreement between the Company and the Customer. Variations or amendments shall only be binding in writing and signed by an authorised representative of the Company.

2. The Company hereby agrees to provide the goods and services stated overleaf at the contract price. Should the Company find during the execution of work that the contract cannot be properly undertaken due to the state or condition of the Customer's property then the Company shall have the right to terminate the agreement with immediate effect on terms that the Customer shall be liable to pay the Company the cost of the Goods and Services already supplied by the Company at the contract rate including Variations and Extras unless the Company and the Customer shall agree any Variations that in the opinion of the Company, shall be required to enable them to properly perform the contract. The price of such Variations and any Extras shall be agreed in writing between the Customer and the Company.

3. The Customer shall permit the Company, its Servants or Agents such access to the property that the Company reasonably requests for the purpose of surveying, installing and inspecting the works and shall also provide free of charge to the Company during the installation a storage area for the Company's materials as well as 110/240 volt electric power and water. Furthermore, the Customer will not interfere with the work of the Company, its Servants or Agents during the installation period. If the Customer fails to permit the Company sufficient access for the Company to complete its contractual obligations the Company shall be entitled to treat the Contract as repudiated and shall be entitled to receive from the customer the contract price.

4. The Company shall use its reasonable endeavours to adhere to any delivery and installation period quoted insofar as it is able but time shall not be of the essence and the Company shall not be responsible for any loss or damage sustained by the Customer by reason of any estimated delivery installation or completion or other date quoted not being adhered to.

5. The Company shall not be liable in respect of any loss damage or delay which may be caused by factors outside the control of the Company such as adverse weather conditions prior to or during the installation or sickness or injury to the Company's workforce or factors that could not have been reasonably foreseen by the Company at the time of entering in the Contract.

6. During installation the Company will use its reasonable endeavours to keep the Customer's building and possession in a weatherproof state but by reason of the nature of the work undertaken by the Company, the Company cannot take responsibility for damage to the Customer's building or possessions by ingress of water or wind unless a temporary roof is installed at the Customer's expense. It is the Customer's responsibility to protect the contents of his property which maybe underneath or in the vicinity of the installation during the course of the installation.
8. Deposits are to be paid to the Company where requested by the Company no later than seven days prior to the commencement of the works. On completion of the installation the Customer shall pay the Contract price, less any deposits already paid, within fourteen days of completion. The invoice shall also contain the price of any agreed Variations and/or Extras. For the avoidance of doubt the Customer shall not be entitled to refuse payment of the invoice of the main contract only on the ground that he disputes the invoice for any of the Variations or Extras. The Customer shall pay contractual interest at the rate of 8% above the NatWest base rate per month from time to time on the monies due in respect of invoices delivered by the Company to the Customer from seven days after posting.
9. Upon payment of all monies due from the Customer to the Company under this Contract the Company will, within fourteen days, issue its guarantee (where applicable). The Customer acknowledges that any guarantees will be issued directly by the company. For the avoidance of doubt this guarantee shall not be formally binding upon the Company until all monies due to the Company have been received by the Company.
10. All Britannia property solutions Guarantees are subject to an annual inspection and are to be signed off. An annual fee will be applied to the inspection & agreed by the Customer, prior to the inspection works. The guarantee covers the works carried out and does not allow for any specialist access equipment, such as scaffolding, hoists, cherry pickers, cranes etc., which are the responsibility of the customer. If another contractor or the client adds, alters or accesses a roof that is under Britannia property solutions guarantee the guarantee will be void.
11. The Company shall have the right to suspend work immediately and without prior notice in the event that any sum due by the Customer to the Company shall be outstanding and unpaid on the due date until such time as the sums in question are paid. The Company shall not be liable for any loss or damage incurred or suffered by the Customer shall indemnify the Company in respect of all losses and costs which the Company may suffer or incur as the result of such suspension.
12. The materials supplied to any contract shall remain the property of the Contractor until the Customer has paid the Contract Price in full.
13. The Customer is responsible for obtaining all necessary permissions and approvals prior to the carrying out of the works. If The Customer requests for Britannia property solutions to obtain the license for scaffolding to be erected prior to works commencing, then The Company will charge an admin fee for this service which will be agreed with the Customer on acceptance of the works.
14. The Customer will provide full invoicing details on the acceptance of the Estimate, so not to delay payment. Please provide Purchase Order numbers if necessary.
15. The Company is unable to take Credit Card payments. Online BACS payments and cheques are accepted.