

WESTWOOD CONSTRUCTION

Carpentry & Joinery Limited

1st & 2nd Fixing • Refurbishment • Lofts & Roofs • Design & Build

TERMS AND CONDITIONS

Date: . / . /200. .

CLIENT

TO :

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Mr Lee West
14 Riddles Drive
Colchester
CO4 5WA

1. Save where otherwise agreed in writing Westwood Construction Ltd shall execute the works on the following terms & conditions, which are incorporated into the contract between Westwood Construction Ltd and the customer and the acceptance of Westwood Construction Ltd quotation will signify acceptance of these terms & conditions.
2. Westwood Construction Ltd shall comply with, and give all notices required by, any statute, any statutory instrument, rule or order or any regulations or bye-law applicable to the works and shall pay all fees and charges in respect of the works legally recoverable from it.
3. Westwood Construction Ltd shall complete the works in accordance with this quotation with due diligence and in a good and workmanlike manner using materials and workmanship of the quality and standards therein specified.
4. Westwood Construction Ltd shall use its best endeavours to complete the works within any period of time specifically agreed in writing between Westwood Construction Ltd and the customer, but this 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 without prejudice to the generality of the foregoing, inclement weather and delays in obtaining materials from suppliers.

Client agrees to all Terms & Conditions set out by Westwood Construction Ltd.

Sign: Date:

Sincerely Yours
Mr Lee West
Director

Office: 01206 835775
Mobile: 0783 794 2929
24 HOUR EMERGENCY: 0781 518 5638
WWW.WESTWOODCONSTRUCTIONUK.COM
WESTWOODUK.COM @ BT INTERNET.COM

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5. In the event of any variations to the works by customer, either orally or in writing, this order will be confirmed by Westwood Construction Ltd in writing and unless the order is rescinded within seven days shall be treated as confirmed.
6. Wherever possible a quotation will be given for any additional works or variations to the contract, but otherwise will be charged at a fair price based on the variation.
7. Westwood Construction Ltd will not be liable to the customer for any unforeseen site conditions not apparent at time of survey and without opening up the existing structure or groundwork's.
8. If on installation the building is found to have any structural defects, infestation or other serious defect Westwood Construction Ltd shall inform the customer accordingly and agree to postpone the works until the problem has been rectified by the customer at the customer's expense.
9. In the event of any such postponement Westwood Construction Ltd shall be entitled to be paid for all materials on site.
10. All materials & equipment on site which form part of the contract works shall remain the property and be in exclusive possession of Westwood Construction Ltd until such time as the contract sum has been paid in full.

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Member of the Construction Skills Certification Scheme
CSCS Registration No. 00068611
I.C.O. Approved Membership

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11. Value Added Tax will be charged at the rate prevailing at the time of completion of the works.
12. Westwood Construction Ltd shall be entitled to payment as follows and as detailed in this quotation:
 - a. Deposit with order, non refundable
 - b. Stage payments
 - c. Balance in full on completion of work
13. Westwood Construction Ltd 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 are due.
14. In the event of any dispute arising during the course of or subsequent to completion of the contract the customer will not be entitled to withhold payment in excess of any amount representing a reasonable valuation of the work required to rectify or replace any allegedly defective works which are the subject of the dispute.
15. The quotation includes for essential making good after fitting/installation but does not include for redecoration and ancillary works such as refitting curtain rails, alarms, telephone points ect.

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16. In addition to its statutory obligations Westwood Construction Ltd guarantees the works against faulty materials and workmanship as follows:
- a. Hardwood & PVCu extrusions and vacuum formed panels are guaranteed not to discolour or degenerate structurally for a period of ten years after installation
 - b. Sealed double glazed units are guaranteed not to form condensation within the cavity for a period of five years after installation
 - c. All mechanical parts such as locks, hinges, handles ect that are subject to wear & tear are guaranteed against malfunction under normal use for a period of two years after installation
17. This guarantee is Insurance Backed by Fair Trades/Homepro Insurance.
18. This guarantee is conditional on the works being adequately and properly maintained and does not cover any physical damage caused by misuse, impact, abrasion, or cleaning with non-proprietary chemical.
19. Notice of any claim under this guarantee must be made in writing to Westwood Construction Ltd within 14 days of the alleged defect becoming apparent.
20. This guarantee is not transferable unless requested in writing and agreed to by Westwood Construction Ltd, and is subject to an administration fee, which will be advised by Westwood Construction Ltd at the time of the request.

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