

TERMS AND CONDITIONS

Whether or not signed, this document sets out the Terms and Conditions which shall apply to the provision of all construction and design services undertaken by LJB Construction North East, (in this document referred to as "us", "we" or "our", as appropriate) to customers (in this document referred to as "you", "your" or "client").

1.0 General

A contract with the Terms and Conditions set out below comes into being when an order is placed with us and when we accept that order (whether by starting work or otherwise). These Terms and Conditions shall override any Terms and Conditions which you may propose, unless agreed in writing by our duly authorised signatory before items are received for performance of the services requested.

2.0 Estimate and Acceptance

2.1

A written or verbal estimate by us does not constitute an offer and may be withdrawn or revised at any time prior to the acceptance of the purchase order.

2.2

All estimates are valid for a period of 60 days unless otherwise stated

2.3

Any order placed by you with Us (whether or not in response to an estimate, quotation, via email or online booking) shall constitute or be deemed to have constituted an offer to purchase products or services on these conditions. We have full discretion in accepting or rejecting any order.

3.0 Pricing

All prices given are estimates and are detailed as much as possible. A fixed Quotation will not be given unless agreed in writing by us prior to the start of works. All quotes given will be clearly marked as "Quotation" on all prices forwarded.

4.0 Form of Contract

4.1

These conditions will apply unless an alternative recognised standard Form of Sub-Contract is agreed and accepted by us in writing. These conditions shall be considered as a contract made in England and shall be governed in all respects by English law. The parties to the contract agree to submit to the jurisdiction of the English Courts.

4.2

Planning Permission, Building Regulation Approval and structural calculations. These are the responsibility of The Client alone. We can advise if required.

4.3

Variations where there is a change in the scope or specification of works which also includes unforeseen works due to damage that is not seen by the visible eye when estimations are carried out or if the client verbally agrees to changes, we will issue a revised price, which must be agreed in writing by The Client prior to commencement. If additional works are completed outside the scope of the estimated works, without client written agreement, you will be deemed as accepting the additional works and associated costs if you do not bring it to our attention, either on site or in writing within 7 days of being carried out.

4.4

Access: The Client agrees to permit access to the site of works during normal working hours (8am to 5pm weekdays) unless alternative arrangements are specifically agreed in writing.

4.5

Time for Completion No date or period for completion shall apply until expressly agreed in writing. We will make every endeavour to deliver and install items in the specification by such date or dates and over such period or periods as are agreed with The Client. However, if the preparation, performance or completion of works is disrupted or delayed by any event, circumstance or cause, which is beyond our control, then the period for completion shall be extended by at least the same period of time as the period of disruption or delay.

4.6

Loss and Expense If the regular progress of the work is materially affected by any act, omission, or default of The Client or any person for whom The Client is responsible, any loss or expense will be assessed and added to the Contract sum.

5.0 Payment

Where no accounts facility exists, a secure minimum payment of 10% of overall amount of works must be paid with the order and before works commence. This can be paid by bank transfer or by cheque.

5.1

Interim or stage payments will be determined by the cost and type of works involved and if applicable will be arranged prior to the start of the works agreed. A payment schedule will be sent with the estimate of works along with an initial invoice for this first payment.

5.2

The balance will become due on the day of completion of works if carried out in a single phase or by instalments if the work is multi-phased. Corporate clients and Partnerships must complete a Credit Application Form and we reserve the right to require full payment before goods are taken to site.

5.3

Retention will always be subject to negotiation and if agreed, will be held in trust and will not exceed 5% of the total Contract sum.

5.4

If any payment is not received by the due date, we will be entitled to suspend further works immediately and will charge debt recovery/administration fees and interest on the overdue amount at the rate of 8% above Barclays Bank PLC base rate. Payments that continue to be outstanding will be forwarded on to a third party who will act on our behalf to retrieve any outstanding amount.

5.5

All prices are subject to VAT or shown as including VAT unless noted.

6.0 Ownership

Ownership of Goods and Services, all services, goods and materials for the works shall remain the property of LJB Construction North East Ltd until payment for such services, goods and materials has been made in full.

8. Law

The construction validity and performance of these Terms and Conditions and any contract incorporating these Terms and Conditions shall be governed by the Laws of England and the English Courts shall have exclusive jurisdiction.

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