

HERITAGE 1947 LTD

Specialist Refurbishment . Prestige Maintenance . Bespoke Joinery

40 The Lakes, Larkfield, Aylesford, Kent ME20 6GF

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Registered No: 9805245 VAT No: 227 4698 77

Payment Terms and Conditions

Upon Acceptance of an estimate, we will then issue you a deposit invoice. Until cleared funds received Heritage 1947 Ltd cannot guarantee availability for any specified commencement dates.

On receiving deposit payments the client has been deemed to fully understand and accept the terms and conditions as set out below.

Payment Terms.

Once commissioned to a proposed works program Heritage 1947 Ltd will require a 10% (or agreed sum) deposit to secure the scheduled commencement date.

Staged payments will then be required throughout the project, usually fortnightly but dependent on the scale of the project these can be weekly and/or tailored to suit.

The staged payments total will amount to a further 85% of the proposed estimate, bringing the total paid to 95%. Staged payments may vary in amount as to when large material investments may require purchasing.

The final invoice balance including any extras that have been agreed will be due on completion.

Up to and prior to actual commencement this agreement may be terminated by either party under the circumstances listed below. In the event of the agreement being terminated by either party a full refund of the deposit less any service fees accrued will be applicable.

- Should Planning permission, local authority or building regulations for the contract not be granted for any reason
- Should any further surveys and inspection undertaken by HERITAGE 1947 LTD between appointment and commencement that changes the scope of works significantly.
- Should any revisions be required to the original guide estimate as a result of the above give cause to the clients that the HERITAGE 1947 LTD revised budget not be acceptable to them
- Should the preliminary start date not be commenced for any of the above reasons and following consultation between the clients and HERITAGE 1947 LTD a start date cannot be agreed or accommodated

All invoices are due on demand and cleared funds must be available within 7 days.

Should payments not be received HERITAGE 1947 LTD reserve the right to cease work and any cost incurred or delays to the project will be charged to the client.

Conditions.

All materials and the rights to them will remain the property of HERITAGE 1947 LTD until full and final payment has been received.

When amendments by HERITAGE 1947 LTD to the original estimate are necessary HERITAGE 1947 LTD will verbally inform the client as soon as practically possible. A written copy and estimated cost will then be supplied if requested. As HERITAGE 1947 LTD will only amend when necessary it is not always practical to cease works until the client has been informed and accepted the amendments, in these incidents HERITAGE 1947 LTD will undertake that they will not commence more than is strictly necessary.

When amendments by the client are requested HERITAGE 1947 LTD will supply a verbal estimate to the client followed by a written quote or an updated scope of work budget. Work on these amendments will only proceed once the client has agreed to the extra cost (if applicable).

All sub-contractors appointed by HERITAGE 1947 LTD or the Client will be paid by HERITAGE 1947 LTD and subsequently be included in HERITAGE 1947 LTD's final invoice cost.

HERITAGE 1947 LTD will apply a 18% profit, overheads and attendance fee (POA) on all client supplied materials and on client direct appointed subcontractors that are included within the contract project.

HERITAGE 1947 LTD is a fully insured and registered company, certified evidence may be requested at any time.

Contractor's obligations

- The Contractors shall perform all duties, services and obligations under this contract with reasonable care and skill and to a reasonable standard. He shall comply with all relevant codes of practice and statutory or regulatory requirements.
- The Contractors shall deliver the service or services within the agreed period of time, subject to any variations and agreed extension of time for such works
- The Contractors shall take all reasonable care with the Client's property, including taking reasonable steps to protect the Client's furnishings, fittings, wall, ceiling and floor coverings during the provision of the services.
- The Contractors shall at all times be registered, maintain the appropriate accreditations, remain in good standing with such organisations that oversee building regulations and be fully insured.
- The Contractors shall be responsible for managing and arranging the safe and lawful disposal of any waste materials which are generated or removed from the Client's property as a result of the provision of the services.
- The Contractors shall at all times hold valid employer, contractors all risk and public liability insurance policies.

- The Contractors shall be responsible for checking and confirming sub-contractors' appropriate registrations, accreditations and insurances in line with this clause.

Clients Obligations

- The client fully understands the payment terms and conditions, all payments to be made with cleared funds available within 7 day of invoice issue. Any late payments are subject to interest at 5% above bank base rate.
- The client fully understands any breach of payment terms may result in the suspension of works until resolved and an automatic extension of time to the works program duration.
- The client is responsible for the declaration of cost for all client supplied/free issue materials and contractors that are included under the contract scope of works. Verification and evidence may be
- requested by the contractor to validate cost submitted. These declared cost will be subject to the applicable profit, overheads and attendance up lift fee.
- The client is responsible for the removal from site any materials or items of deemed sentimental, significant or unreplaceable value.
- The client has reasonable understanding that building works and sites are hazardous environments and whilst due care and consideration are undertaken by the contractor, the contractor cannot guarantee with absolute certainty that any fixtures, fittings, furnishings or finishes will not be affected.
- The client is obligated to inform the contractor of any known aspects, conditions, limitations or permissions that are in covenant of the property and its boundary.

Termination

- Termination at any time if any party commit a serious breach or persistent breach of the agreement, A serious breach is considered as,
- Either party becomes insolvent, CVA or IVA
- Non-payment of funds
- Either party commits fraud, non-performance of duties, neglect, significant loss or damage to the other party or their property
- At any time with 30 days of notice, for any reason.
- Upon termination of the employment the Client shall pay to the contractors all such sums as to the representation of the work done and expenses incurred up to and including the date of the termination; and the Contractor shall return to Client, if any,
- any retained sum of money less net sum total representing work done and not yet charged including but not limited to administration fees, professional services, materials ordered on behalf of clients and services charged.

Guarantees

- All trades workmanship carry a 1 year guarantee
- All materials carry their manufactures warranty subject to their own T&C's
- Insurance back guarantees will be specified by Heritage at the time of estimate and will be in writing.

** Limited to major failure of the construction element of the scope of works under the contract.

Does not include minor cracking and further minor movement outside of the snagging period.

It is assumed that the property is maintained correctly during the warranty period.

Declaration of acceptance to the above terms and conditions for the contract identified as, commence date as agreed in advance between both parties and deposit payment received.

By sending your deposit payment confirms that you are entering these Terms and conditions in full understanding of their meaning and agreement to them.