



*great home works*

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# **WORKS CONTRACT**

## **FOR**

# **RESIDENTIAL PROPERTY**

Version 1.2

## 1.0 INTRODUCTION

This is a contract between

“the Client” (full name) : ..... of  
home address line 1: .....  
home address line 2: .....  
Town / City : ..... County :..... Postcode: .....

and

“the Contractor” : HDIC LTD trading as “*great home works*”, of 12 Beechmill Drive, Culcheth, Warrington, Cheshire, WA3 4NN, registered in England (registration number: 05544956 -2005)

and

“the Associate” (business name) : ..... of  
business address line 1: .....  
address line 2: .....  
Town / City : ..... County :..... Postcode: .....

for

“the Works” (brief description of the work to be done) : .....  
.....  
.....

at

“the Site” (the address where the work is to be done) : .....  
address line 1: .....  
address line 2: .....  
Town / City : ..... County :..... Postcode: .....

This Contract is only for use where the Client is a residential occupier with the meaning of S.106 of the Housing Grants, Construction and Regeneration Act 1996, that is where the work is to a dwelling-house or flat which one of the parties occupies or intends to occupy as his residence.

The Client and the Contractor's Associate agree as follows:

## **2.1 Scope of Works**

The Associate will carry out the Works as described in and in accordance with the following documents:

Drawing Numbers (if applicable): .....

Specification dated (if applicable): .....

the Contractor's Quotation or Order Confirmation Number: ..... dated: .....

Other documents (if applicable, specify): .....

*(State N/A where Not Available or not Applicable)*

## **2.2 The Price for the Works**

The Price for the Works as agreed between the Client, the Contractor and its Associate, is  
£..... including VAT *(insert agreed total price)*

## **2.3 Standard of Work**

- 2.3.1 The Associate shall carry out the Works with reasonable skill and care and in accordance with the documents listed in paragraph 2.1 above and in accordance with all relevant Building regulations and other statutory requirements. The Associate must only use new materials except where the Client agrees otherwise.
- 2.3.2 The Associate shall carry out the Works using appropriately qualified, skilled and supervised workers.
- 2.3.3 The Associate has inspected the site and agrees that his costs to the Contractor include everything necessary to carry out and complete the Works.

## **2.4 Approvals**

- 2.4.1 It is the Client's responsibility to apply for and obtain all necessary approvals, such as planning permission, building regulation approval and listed building consent as appropriate and prior to the commencement of the Works.
- 2.4.2 Where the Works need to be inspected by the local Building Inspector during the progress of the Works and on Completion, the Associate shall ensure that these inspections and approvals are carried out at the correct time. The Associate must notify the Building Inspector at least 48 hours before commencing the Works. Any fees payable for such inspections are not included in the price shown in paragraph 2.2

## **2.5 Variations**

The Associate must not carry out any Variation (which means change, omission or extra work) without first agreeing the specification and cost with the Contractor and in turn, **the Contractor** agreeing price with the Client.

- 2.5.1 If the Client wishes to make a Variation to the Works, he must first ask the Contractor for a price and specification.
- 2.5.2 If the Client instructs the Associate to make a Variation to the Works without asking for and agreeing a price and specification with the Contractor first, then the Associate must notify the Contractor of the cost increase or decrease within three working days.
- 2.5.3 On receipt of the price and specification from the Contractor, the Client must decide whether or not to proceed with the Variation within three working days

## **2.6 Health, Safety and Welfare**

- 2.6.1 The Associate must keep the working areas clean and tidy and must clear up and remove all rubbish at the end of each day.
- 2.6.2 The Client will allow the Associate reasonable use of toilet facilities. The associate must ensure that such facilities are kept clean and tidy and any mess caused must be cleared up immediately.
- 2.6.3 The Client will provide electricity and water for the Associate in relation to the Works. The Associate must make his own arrangements for cleaning any tools, paint brushes, rollers, etc. and must not use the Client's toilet or bathroom facilities for this, unless expressly permitted to do so by the Client.
- 2.6.4 The Associate must carry out the Works in a way that does not cause risk or injury or damage to the Client, his family or guests or pets.

## **2.7 Insurance**

- 2.7.1 The Client must notify the insurers of his buildings and contents that the Works are to be done. The Associate must have appropriate "All Risks and Public Liability" insurance.
- 2.7.2 The Client must remove any delicate or fragile furniture or possessions from the working area before allowing the Associate access. If the Associate causes any damage or breakages, he must repair the damage or pay the Client for the cost of replacement.
- 2.7.3 The Associate must ensure that the site is kept secure and weatherproof at all times and that materials are securely stored and protected.

## **2.8 Timescales, Milestones and Hours of Work**

- 2.8.1 The Associate shall start the Works on .....(*insert date*) and complete the Works by .....(*insert date*). If the Client instructs a Variation to the Works, the date for Completion may be varied accordingly between the Client, the Contractor and the Associate.
- 2.8.2 The Associate must carry out the Works between the hours of 8am and 6pm Monday to Friday. Work may only be carried out or deliveries made outside these times by prior agreement with the Client. The Client must allow the Associate access to the working areas to enable the Associate to complete the Works on time.
- 2.8.3 The Associate must carry out the Works in a logical sequence and, where possible, complete each area of the Works before commencing the next area.
- 2.8.4 On completion the Associate shall hand over to the Client all appropriate certificates, user manuals, receipts and guarantees for equipment supplied as part of the Works (as varied).

## 2.9 Payments

2.9.1 The Client shall pay the Contractor the total contract sum, being the agreed price for the Works referred to in paragraph 2.2 increased or decreased by the price of any instructed Variation under paragraph 2.7

2.9.2 the Contractor is registered for VAT – registration number 874 3798 68 – and must by law apply VAT at the prevailing rates, currently at 17.5% of the Price.

2.9.3 The Client is to pay the Contractor the total contract sum referred to in paragraph 2.2 above, **either (delete a or b as appropriate – if neither is deleted a shall apply):**

a) in one amount on completion and within seven (7) days of receiving an invoice, OR

b) in stage payments as follows:

Stage 1: £.....(inc.VAT) fourteen (14) days prior to the Works Start date  
Stage 2: £.....(inc.VAT) on completion of .....  
Stage 3: £.....(inc.VAT) on completion of.....  
Stage 4: £.....(inc.VAT) up to 95% of total, on completion of the Works.

A receipt must be issued at each Stage payment.

Completion of a stage means the completion of the Works as stated in paragraph 2.1 above, together with any instructed Variations but excluding the remedying of any minor defects.

2.9.4 Within one month of Completion of the Works the Client may issue one written list of defects to the Contractor which he requires the Associate to rectify. The Associate shall rectify those defects within three months of Completion and notify the Contractor that all defects have been rectified. The Client shall pay the remaining 5% of the total contract sum, within seven (7) days of receiving notice from the Contractor.

## 2.10 Failure

2.10.1 If the Associate fails to carry out the Works properly or fails to progress the Works at a reasonable speed, the Client may notify the Contractor in writing that, unless the Associate corrects his failure by 4pm on the seventh day following his notice, the Client intends to end the contract. If the Associate does not correct the failure by the seventh day, the Contractor reserves the right to replace the Associate with another. If the Client is not satisfied by the Contractor and its Associates, he reserves right to cancel the contract with the Contractor. the Contractor will then be entitled to be paid a fair price for the Works done by its Associates, taking into account the agreed price in paragraph 2.2 and the cost incurred by its Associates and the Client, in completing the Works.

2.10.2 If the Client fails to allow the Associate proper access to carry out the Works or fails to make payment of monies due on time, the Contractor may notify the Client in writing that, unless he rectifies his failure by 4pm on the seventh day following the notice, the Contractor intends to end the contract. If the Client does not rectify his failure by the seventh day, the Contractor and its Associate will be paid a fair price for the work done, taking into account the agreed price in paragraph 2.2

2.10.3 All parties are protected from 'force majeure' such as Acts of God, War, industrial action, etc.

## 2.11 Disputes

Any dispute or difference arising under or out of this contract between the Client and the Associate shall be referred to as follows:

- a) in the first instance to the conciliation service offered by the Contractor
  - b) if the dispute is not satisfactorily resolved for either party, then to Adjudication in accordance with clauses 2.11.1 and 2.11.2 below
- 2.11.1 The Adjudicator shall be appointed at the request of the Client, the Contractor or the Associate, by the Head of Chambers at 3 Paper Buildings, Inner Temple, London, EC4Y 7EU (currently Michael Parroy QC) or his nominee. The party requesting the appointment shall pay a fee of £50.00 plus VAT and the appointment will be made within 7 days of receiving the request and the fee.
- 2.11.2 The Adjudicator will charge a fee for his services. The parties are jointly and severally liable for the Adjudicator's fees. The adjudicator may decide which of the parties is to pay his fees and in what proportion.
- 2.11.3 Alternatively, the Client, the Contractor and the Associate may by agreement appoint an Adjudicator independently. A list of Adjudicators can be acquired from the Chartered Institute of Arbitrators on 0207 837 4483 or at [www.arbitrators.org](http://www.arbitrators.org)
- 2.11.4 The parties shall co-operate with the Adjudicator and shall comply with his directions and orders for the purposes of resolving the dispute. Neither the adjudicator nor the Head of Chambers shall be liable for any acts or omissions in carrying out their respective duties, except if carried out in bad faith.
- 2.11.5 The Adjudicator shall make his decision within 28 days of receiving his appointment. The decision will be final and binding, unless either party commences court proceedings within 28 days of receiving the decision, in which case the decision is binding on the parties until a Magistrates Court in England and Wales decides otherwise.

## 2.12 Entire Agreement

- 2.12.1 This document is the entire agreement between the Client, the Contractor and the Associate. In so far as there is any conflict between any term in the documents referred to in paragraph 2.1 and this document, the terms of this document shall prevail. The Law of England and Wales applies to this contract.
- 2.12.2 If this contract is signed in the Client's own premises, the Contractor and the Associate shall allow a seven-day cooling off period, before all terms herein are applied.

Signed for The Client)

Signed for the Contractor

Signed for the Associate

\_\_\_\_\_  
*Signature*

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*Signature*

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*Signature*

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