

SAGE CONSTRUCTION LIMITED TERMS AND CONDITIONS 22-02-16

1. Definitions and Interpretations

1.1 "Agreement" shall mean these agreed Terms and Conditions for the supply of Products and provision of Services.

1.2 "Consumer" shall mean the person who deals as a consumer as defined by section 2(3) of the Consumer Rights Act 2015.

1.3 "Customer" shall mean the party that orders the Products and Services from the Supplier and if that party is a consumer who is defined as a consumer in accordance with section 2(3) of the Consumer Rights Act 2015.

1.4 "Order" shall mean the formal written acceptance of the Proposal by the Customer.

1.5 "Products" shall mean all Products supplied by the Supplier in the course of this Agreement.

1.6 "Proposal" shall mean the written statement of the Products and Services that the Supplier offers to the Customer.

1.7 "Services" shall mean all Services supplied by the Supplier in the course of this Agreement.

1.8 "Supplier" shall mean the party contracted to provide the Products and Services under this Agreement and for Customers who are Consumers who is defined as a "Trader" in accordance with section 2(2) of the Consumer Rights Act 2015.

1.9 "Terms and Conditions" shall mean this agreed written contract between the Supplier and the Customer.

1.10 "Works" shall mean the work carried out as part of this Agreement and the physical location of the work being carried out.

1.11. Unless the context otherwise admits words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.

1.12 Reference to any statutory provisions in this Agreement shall include any statutory provisions, which amends or replaces it.

2. Introduction

2.1 No addition, alteration, substitution or waiver of these Terms and Conditions will be valid unless expressly accepted in writing by the Supplier or a person authorised to sign on the Supplier's behalf.

2.2 No oral discussion or agreement shall be valid or capable of altering these Terms and Conditions.

3. Proposal

3.1 The Proposal will only remain valid for a period of 30 days and only these Terms and Conditions apply to it.

3.2 The Proposal must be accepted by the Customer in its entirety and without modification.

3.3 Acknowledgment and acceptance of this Proposal is made by the Customer placing an Order within the period specified in paragraph 3.1 above, at which time the Customer will be bound by these Terms and Conditions. Such contract is hereinafter referred to in these Terms and Conditions as "an Order".

3.4 An Order is only accepted once the Supplier confirms acceptance to the Customer in writing.

3.5 The Supplier reserves the right to refuse any Order.

4. Products and Services Specification

4.1 The Products and Services provided by the Supplier to the Customer are those detailed in the Suppliers written Proposal provided to the Customer.

4.2 If the Customer wishes to vary any of the Products and Services specified in the Proposal the written consent of the Supplier must be obtained. The Supplier must be informed in writing within 2 working days of acceptance of the Order of any changes, alterations, reductions or cancellations.

4.3 Furthermore the Supplier reserves the right to make additional charges for any agreed written variation which the Supplier will confirm in a further Proposal.

4.4 Any descriptions, promotional material, drawings or sketches provided by the Supplier or third parties are for illustrative purposes only and to provide an outline of what will be provided, unless agreed in writing between the parties.

4.5 Where necessary the Supplier may have to use alternative materials from alternative sources, where this is required the Supplier will provide written notification to the Customer.

5. Price

5.1 The price for the Products is inclusive of Value Added Tax at the prevailing rate (VAT) and such other charges that may apply.

5.2 If the rate of VAT increases between the date of the Order and the date of delivery and/or completion the Supplier will add the necessary additional amount of value added tax to the price of the Products and Services

5.3 If the price of the Products and Services increases for any other reason between the date of the Order and the date of delivery and/or completion the Supplier will notify the Customer of this. Where possible the Supplier will attempt to source cheaper alternative Products or Services.

6. Title and Payment

6.1 Payment including any deposit(s) or staged payments for the Products and Services comprised in the Order shall become due when specified in the Proposal.

6.2 The Supplier will be entitled to claim all additional costs (including, but not limited to legal costs) incurred in obtaining payment from the Customer where the Customer is late paying the Supplier.

6.3 When the Customer is not a Consumer he Supplier reserves the right to claim statutory interest at 8% above the Bank of England reference rate in force on the date the debt becomes overdue and at any subsequent rate where the reference rate changes and the debt remains unpaid in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.

6.4 Title to the Products comprised in the Order shall not pass to the Customer until the Customer has paid the full price specified in the Proposal. Furthermore the Supplier reserves the right to commence court proceedings for any monies due to the Supplier once payment becomes due notwithstanding that title may not have passed.

7. Delivery and Risk

7.1 Unless otherwise stated in the Order, the price quoted includes delivery to the address specified in the Proposal.

7.2 Whereas the Supplier will try to ensure compliance with any delivery times and dates given, such times and dates are an estimate only. The Supplier will not be responsible for any loss whatsoever arising from or consequential upon delay in delivery.

7.3 Risk in the goods shall pass to the Customer upon delivery.

8. Supplier Obligations

8.1 Before starting any Works the Supplier will carry out an inspection to make sure that all Works quoted for are appropriate and practicable.

8.2 The Supplier will carry out all Works in accordance with the Proposal.

8.3 The Supplier in its absolute discretion may where necessary sub-contract parts of the Works to suitably qualified sub-contractors.

8.4 The Supplier will ensure that all materials supplied comply with safe building practices and are free from defects when used or installed.

8.5 The Supplier will comply with all relevant health and safety regulations, including (but not limited to) site safety and personal safety of employees, contractors and visitors.

8.6 The Supplier will at all times hold appropriate and valid insurance, including public liability insurance.

8.7 The Supplier shall ensure that all Works are carried out with reasonable care and skill and to a reasonable standard.

8.8 The Supplier shall ensure that where required all relevant codes of practice and building regulations are complied with.

8.9 The Supplier may in its absolute discretion at any time refuse or withdraw direct access to the Works where required for health and safety reasons.

8.10 If during the Works any issues are found that require additional time or materials or because of alterations in design, specification or otherwise and this causes an increase in costs the Supplier will send the Customer a further Proposal giving details of the extra costs and will only proceed with the Works once the Customer's written acceptance has been received.

8.11 The Supplier shall ensure that all furniture, flooring and walls are covered and protected from dust and any other damage before Works commence.

8.12 The Supplier will make good any damage caused whilst carrying out the Works.

8.13 Unless the Works have an inherent risk and the risk has been confirmed to the Customer in writing the Supplier shall reasonably ensure that the Works do not cause any movement or damage to any existing structure or parts of the structure. Where any such movement or damage does occur that the Supplier should have reasonably known about and prevented the Supplier will repair the structure to return it to its condition before the movement or damage.

8.14 The Supplier shall ensure the safe and proper disposal of all waste materials generated by the Works.

8.15 Where required the Supplier shall ensure that all subsequent building inspections of the completed Works are carried out before the Supplier leaves the site.

9. Customer Obligations

9.1 The Customer will permit the Supplier access during its normal working hours to carry out an inspection and thereafter to undertake the Works according to the programme set out in the Proposal. Normal working hours are defined as 7.30 am to 5.30 pm Monday to Saturday, excluding public and bank holidays. Variations to working hours can be agreed between the Supplier and Customer.

9.2 The Customer will remove all items necessary to allow the Supplier to commence the Works and cover and protect all fixtures and fittings, which cannot be removed and arrange for adequate insurance to recompense the Customer for any loss or damage to all fixtures and fittings at no cost to the Supplier.

9.3 The Customer will be responsible for any redecoration required due to the Works, which is not expressly included in the Proposal.

9.4 The Customer will obtain all consents, licenses and permissions, (including if necessary planning permission) from landlords, local authorities and others, which are required before the Works can commence and in a timely manner so as not to delay the Works.

9.5 The Customer shall ensure that where required all necessary party wall agreements are entered into prior to commencing the Works.

9.6 Where the Customer is required to provide the Supplier with measurements or other information such measurements or information must be correct and provided by the Customer to the Supplier in writing. If the Supplier relies on the measurements or information given when preparing the Proposal and such measurements or information is incorrect the Supplier reserves the right to increase the price of the Works to make good any errors or additional work required as a result and will not be responsible for any losses suffered by the Customer whatsoever.

9.7 The Customer and any third party under their control shall only access the immediate area of the Works with the Supplier's express permission.

9.8 If the Customer does access the Works they (and any third party under their control) shall observe all relevant health and safety regulations and follow the advice and directions of the Supplier at all times.

9.9 The Customer will make water, gas and electricity and toilet facilities available to the Supplier at no cost to it.

10. Warranties and Guarantees

10.1 In addition to any statutory rights the Customer has as a Consumer, the Supplier warrants that the Products supplied and used will be free from defects.

10.2 The Supplier warrants that the Works will be carried out using all reasonable skill and care.

10.3 The Supplier guarantees the Products fitted and Services provided shall be free from all defects for a period of 12 months after completion of the Works.

11. Defects, Snagging and Delays

11.1 The Supplier will not be responsible for defective Products caused by incorrect storage or handling of the Products by the Customer and for defective Products and/or Services where caused by the negligence or poor workmanship of any third party contractors not directly employed by the Supplier.

11.2 The Supplier working with the Customer shall agree and produce a comprehensive "snagging list" of faults to be corrected before the Works end and any final payment is made to the Supplier.

11.3 The Supplier reserves the right to delay completion of any snagging list where payment for work previously and satisfactorily completed is late.

11.4 Where the Supplier has completed a snagging task(s) and the Customer is unhappy with the resulting work the Customer shall inform the Supplier and allow the Supplier up to 30 working days to further correct and complete the task(s).

11.5 Where the Supplier is still unable to satisfactorily complete the task(s) the Customer shall be entitled to a partial refund or reduction to the value of the uncompleted task(s) as compensation for the incomplete task(s).

11.6 Where the Supplier is late completing the Works and it can be shown that this directly due to the actions (or inactions) of the Supplier the Customer shall be entitled to a partial refund or reduction to fairly compensate for the delay.

12. Exclusions

12.1 The Supplier does not exclude liability for death or personal injury.

12.2 Except for personal injury and death the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise in excess of £xxx which is the maximum value of its available insurance cover.

12.3 The Supplier shall not under any circumstances be liable for any indirect or consequential loss howsoever caused whether by negligence, breach of contract, misrepresentation or otherwise.

12.4 The Supplier or the Supplier's insurers shall not be liable or investigate any claim for loss unless the Customer provides written notice within 30 days of its occurrence and gives the Supplier or the Supplier's insurer every facility to investigate such occurrence.

13. Indemnities

13.1 The Supplier undertakes to indemnify and hold the Customer harmless against all claims, proceedings, costs, expenses, damages and fines arising directly from the Supplier's negligent performance, breach or failure to perform its obligations under these Terms and Conditions.

13.2 The Customer will indemnify the Supplier against all claims, costs, damages or fines the Supplier may incur arising from the Customer's breach of its obligations under these Terms and Conditions.

14. Complaints

The Supplier aims to provide a high level of service. If the Customer has an enquiry or complaint regarding the general service or specific Products and Services provided by the Supplier the Supplier should be contacted immediately.

15. Arbitration

15.1 Where the parties to this Agreement are in dispute for a period of more than 30 days and cannot resolve the dispute either party may refer the dispute to arbitration as detailed below.

15.2 Where the Customer is not a Consumer the Supplier and Consumer must refer any unresolved dispute for arbitration.

15.2 The parties to this Agreement agree that an arbitrator nominated by the Dispute Resolution Service of the Royal Institute of Chartered Surveyors (RICS) shall act as arbitrator in the event of an unresolved dispute being referred to them.

15.3 The party referring the dispute to the arbitrator shall inform the other party in writing at the same time as referring the dispute for arbitration.

15.4 Both parties will continue to operate and honour the terms of this Agreement while the arbitration process is ongoing.

15.5 A Customer that is not a Consumer agrees that the decision of the arbitrator is final and binding on the parties.

15.6 The arbitrator will also decide on the arbitration costs to be borne by the parties.

16. Cancellation and Cooling Off Period for Consumers

16.1 In accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (and any other relevant legislation). Where this Agreement is concluded at the Customer's home or office (either as a result of a solicited or unsolicited visit by the Supplier) the

Customer has an initial minimum statutory 14 days "cooling off" period. This allows the Customer 14 days in which to change their mind and cancel the Order.

16.2 Subject to paragraph 16.1 above the "cooling off" period for the purposes of this Agreement is 14 days.

16.3 Furthermore for the purposes of this Agreement the Customer may cancel the Order within the "cooling off" period where the Agreement is concluded at a place other than the Customer's home or office, such as the Supplier's office.

16.4 The "cooling off" period runs from receipt of this Agreement by the Customer.

16.5 Notice of cancellation by the Customer must be given to the Supplier in writing. Please see the suggested form of cancellation at the end of this Agreement.

16.6 The Supplier reserves the right to retain monies or seek payment for all reasonable costs incurred in respect of the Order where the Customer has specifically requested in writing that goods or services be supplied within the initial "cooling off" period.

16.7 The Supplier will not supply any goods or services during the initial cooling off period unless a specific written request is received from the Customer to do so.

16.8 If the Customer seeks to cancel the Order outside the cooling off period stated in paragraph 16.2 above the Supplier reserves the right to retain any monies paid by the Customer to cover all reasonable expenses incurred by the Supplier.

16.9 If such retained monies do not cover the reasonable expenses incurred by the Supplier the Supplier reserves the right to seek additional payment from the Customer to cover these reasonable expenses.

17. Cancellation for Customers that are not Consumers

17.1 The Customer may cancel the Proposal by giving the Supplier written notice of cancellation within 5 days of it being accepted by the Customer.

17.2 The Supplier reserves the right to retain the amount of any deposit to cover all reasonable expenses already incurred in respect of the Order.

17.3 Any balance owed to the Customer will be refunded within 30 days without any further retention.

17.4 If the Customer seeks to cancel the Order outside the cancellation period stated in paragraph 17.1 above the Supplier reserves the right to retain any monies paid by the Customer to cover all reasonable expenses incurred by the Supplier.

17.5 If such retained monies do not cover the reasonable expenses incurred by the Supplier the Supplier reserves the right to seek additional payment from the Customer to cover these reasonable expenses.

18. Termination

18.1 Either party may terminate this Agreement immediately in the event that:

18.1.1 Either party commits a serious, grave or material breach or persistent breaches of this Agreement including non-performance, default or neglect of its duties, responsibilities and obligations under this Agreement, and

18.1.2 Such breach remains unremedied for a period of 30 days from written notice given by the other party specifying the breach and requiring its remedy.

18.2 Furthermore this Agreement may be terminated in the event that:

(a) Either party is unable to pay or has no reasonable prospects of paying their debts the amount or aggregate amount of which equals or exceeds the bankruptcy level within the meaning of the Insolvency Act 1986, or

(b) The Supplier or a Customer that is not a Consumer becomes subject to an administration order or goes into liquidation, (other than for the purpose of amalgamation or reconstruction), or

(c) The Supplier or a Customer that is not a Consumer has a receiver appointed to administer any of its property or assets, or

(d) The Supplier or a Customer that is not a Consumer ceases or threatens to cease to carry on business, or

(e) Either party makes any voluntary agreement or enters into a compromise for the benefit of its creditors, or

(f) The Customer fails to make payment in accordance with the terms of this Agreement.

18.3 Any termination of this Agreement shall be without prejudice to any rights accrued in favour of either party in respect of any breach committed prior to the date of (or giving rise to) such termination and to those provisions of this Agreement which are by their construction intended to survive such termination.

19. Notices

19.1 Any notice given by either of the parties under this Agreement shall be served on the other party and addressed to that party's signatory by email, personal delivery, pre-paid recorded delivery, first-class post, or facsimile transmission to the receiving party.

19.2 Any such notice shall be deemed to be effectively served as follows:

19.2.1 In the case of service by pre-paid recorded delivery or first-class post 48 hours after posting.

19.2.2 In the case of service by email, or facsimile transmission on the next working day.

20. Force Majeure

Neither party shall be liable for delay or failure to perform any obligation under this Agreement if the delay or failure is caused by any circumstances beyond its reasonable control, including but not limited to Acts of God, war, civil disorder or industrial disputes. If such delay or failure continues for a period of at least 60 days the party not subject to the force majeure shall be entitled to terminate this Agreement by written notice to the other.

21. Waiver

Failure by either party to enforce any accrued rights under this Agreement is not to be taken as or deemed to be a waiver of those rights unless the waiving party acknowledges the waiver in writing.

22. Assignment

Neither party may assign their rights under this Agreement without the prior consent in writing of the other party.

23. Severance

The paragraphs, sub paragraphs and clauses of this Agreement shall be read and construed independently of each other. Should any part of this Agreement or its paragraphs, sub paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub paragraphs and clauses.

24. Joint Venture or Partnership

Nothing in this Agreement shall be construed as creating a partnership, joint venture or an agency relationship between the parties and neither party shall have the authority or power to bind the other party or to contract in the name of or create a liability against the other party.

25. Entire Agreement

This Agreement sets out the entire agreement and understanding of the parties and is in substitution of any previous written or oral agreement between the parties.

26. The Consumer Rights Act 2015

These Terms & Conditions are specifically written in accordance with the Consumer Rights Act 2015. Should these Terms & Conditions conflict with the Act, the Consumer Rights Act 2015 shall prevail and apply.

27. Your Statutory Rights

Nothing in these Terms and Conditions shall affect the Customer's statutory rights.

28. Jurisdiction

These terms & conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

CONSUMER CANCELLATION NOTICE

Please complete and detach this Notice ONLY if you wish to cancel this Agreement and your Order within the specified cooling off period.

To: Sage Construction Limited, 20 South Manor Way, Liverpool L25 9NR.

Tel: 0151 428 9270 and 07985 307101.

Email: gary.bates@sageconstructionltd.com

I/We hereby give notice that I/we wish to cancel my/our Order [*Insert any order or reference number*] and that cancellation is within the cooling off period specified within this Agreement.

Customer 1: Signed

Name and Address

Date

Customer 2: Signed

Name and Address

Date

Customer 3: Signed

Name and Address

Date