

CONDITIONS OF SALE & COMPANY GUARANTEE

In these conditions RC Project Management LTD (RCPM) is referred to as 'The Company' and the person(s) signing the contract is referred to as 'The Client'

LIST OF DEFINITIONS

- **Client:** Homeowner or Employer whom signs contract under 'Client'.
- **The Company.** Hereby taken as being **RC Project Management Ltd.** Signed under the contract as '**The Contractor**'.
- **Estimate.** A price given by the company to the client based on early information. Cannot be taken as 100% accurate.
- **Quotation.** A price given by the company to the client based on all possible information. The price should be taken as the final contract price (excluding any extras by the client or any unforeseen **extras** as outlined below)
- **Contract.** A document drawn between the client and the company outlining the scope of works, the contract price, the contract timescales, contract documents (drawings, specification etc). Signed and dated by both parties.
- **Guarantee.** The terms of the Company Guarantee offered to the client as outlined below.

TERMS & CONDITIONS, GENERAL

- The full contract value is defined as that which is stated on the company estimate and that which has been written into the contract. It is important to understand that with building work, there are sometimes 'unforeseen circumstances'. In some instances these can give rise to either a price increase or a price decrease. The company will do everything within its power to ensure that the contract value is adhered to and that the estimate that you have been given is what you are charged at the end of the contract. There are however certain circumstances beyond our control. Two of these circumstances that it is important for you to be aware of are;
 - Work in the ground; When we go to build we will issue both the **Building Control Department** and yourself with drawings, specifications, and if applicable, a letter stating the assumptions that we may have made in taking account of your ground conditions. Should it become necessary to alter the design of our groundwork's from the design that we have priced for due to unforeseen circumstances then it may be necessary for us to issue you with an additional charge. This also applies to a situation if the building control department request deeper or more specialist foundations from the approved design (covered below)
 - Work over and above our estimate demanded by the Building Control Department. If (either);
 - a) We have had a full building control application approved by the local building control department, but once on site the Inspecting officer decides at their discretion that additional work is necessary.
 - b) We have proceeded at **your request** under a building notice.
 - c) We are working from an adopted design / specification.

It is important for the Client to be aware that it is illegal for us to make any profit from a rise of cost in this situation, therefore should costs rise due to unforeseen circumstances outside of the control of both the client and the company, the extra charge given to the client will be at cost price from the company.

- Should the client wish to make any amendments to the project as the work progresses, the company will attempt to integrate these as seamlessly and for as little cost as possible. The client will be asked to sign either an amendment to the contract or a **variation form** to record the event and will be given either a quotation or an estimate for the extra costs. (dependant upon the situation)
- Our representatives on-site which include company employees and certain sub-contractors employed by the company are authorised by the company to accept both written and verbal instruction from the customer to alter the originally agreed design/specification. The customer accepts that such instructions which alter the originally agreed design/specification will alter the contract estimate value to a revised appropriate

and fair contract estimate value. These verbal confirmations will be followed up by a written instruction at the earliest opportunity.

- The company intends to rely solely upon the written terms set out here and on the contract and any related documents e.g., drawings, specification, scheduled payment agreements. If you require any changes you must request these in writing for the same to be valid. In this way we can avoid problems surrounding what the company and you, the client, is expecting to have supplied, installed and/or constructed.
- If your project has been surveyed and designed by us then we will take responsibility for any inaccuracies arising during construction due to poor survey or design. Should we be working from third party design for quotation purposes then you will be provided with a quotation only. We may wish to carry out our own survey and / or design work. Should we find that the third party design is either inaccurate or substantially missing vital information then we reserve the right to make a charge for survey and design work and to increase our quotation when providing you with an accurate estimate.
- The work detailed in the contract will be commenced as soon as practically possible or as soon as practically possible to an agreed start date, but liability cannot be accepted by the company for any delay due to circumstances beyond the company's control.
- When drawing up the contract between the company and the client, we will include a section for **working hours**. The client will give access to the premises to the company, its servants, workmen and sub-contractors at all reasonable times so that the company may complete the installation in accordance with these conditions and the terms of the contract. The company will not be responsible for an over-run of the estimated contract period should the client fail to provide access as agreed within the contract and in this situation the company reserves the right to increase the contract price to cover direct costs.
- The contract when signed forms the basis of a firm order for the supply and/or installation of products and/or construction of extension/developments detailed on the contract. Subsequently to signing the contract, the company will carry out a survey for the proposed work. In the event of an unsatisfactory survey report, the company reserves the right to cancel the contract. The company will request a deposit from the client in order to book the work into our and sub-contractor diaries and to order materials. Should the client wish cancel the contract prior to the start date then we will aim to refund a percentage of this deposit. This will depend on timescales, materials orders and contractors booked and will need to be discussed on an individual basis.
- **Force Majeure:** The due performance of the contract and these conditions is subject to the alteration or cancellation by the company owing to **ANY** cause beyond their control. In the event of failure of equipment, orders, deliveries and/or cancellation of the contract by the Company, liability shall be **LIMITED TO A FULL AND COMPLETE REFUND OF ALL MONIES PAID FOR WORKS WHICH HAVE NOT YET BEEN COMPLETED AND/OR INSTALLED/BUILT.**
- The company reserves the right to alter the materials specification as stated in the final approved & contract drawings (e.g. insulation type and manufacturer). If the company do alter the specification, the materials used will be to the same standards or of higher standards than those specified in the same drawings.
- The building materials and products remain the property of the company until paid in full.
- The client agrees that the company if they so wish shall advertise their services by whatsoever means that they see fit from the site of works. If The company uses the Client's building facade to attach any kind of advertising material with the exception of health & safety material to it, then the company will seek prior consent from the client and any damage will be made good.

EXCLUSIONS

- The company are not responsible for the removal and/or refitting of any cables i.e., alarms, telephone, cable/satellite TV, electrics, unless agreed in writing by the company. Items such as these should be removed prior to our arrival on site, and re-fixing arranged outside of the scope of our contract.
- The removal of client's fixtures, fittings, items, loose appliances and white goods (e.g. paintings, ornaments, furniture, fridge, dishwasher, washing machine, etc) from the vicinity of work is the responsibility of the client. If the company is requested to remove such items the company accepts no liability for damage caused to such objects.
- Where new electrics and/or plumbing and other services are installed in proposed and existing walls, ceilings and floors it is sometimes necessary to gain a feed from the existing supply in the property. Should this be necessary it may be required to gain such a

feed by creating openings in the existing walls or ceilings, removal of plaster work from existing walls or by taking up existing flooring. The company will always aim to minimise damage and will make good to the best of its ability all surfaces including plasterwork and chip-wood/plywood/concrete flooring. The company cannot be held responsible for repapering wall and ceiling surfaces, renewing floor coverings or the making good or replacement of specialised surface finish such as floor tiling, wall papering, suspended ceilings and aertex work unless this is work agreed within the contract under decoration. Specialised surface finishes are not limited to the examples stated.

- The company will endeavour to the best of its ability to protect and re-instate where possible and applicable client's home and home furnishings, for example carpets, external hard landscaping, grassed areas etc, however we will not be made responsible for full replacement should any of these items or similar become damaged during works. Should we damage a part of your home through carelessness or neglect then we will at our discretion repair or replace it. This repair or replacement will however be limited to the item of damage caused. For example. Should we damage a carpet then we will at our discretion aim to repair or replace this carpet. We will however not replace carpets throughout the home due to the fact that they match.
- The Company will to the best of it's ability minimize damage to surrounding decorations, objects, fixtures and fittings both externally and internally in the immediate vicinity of replaced windows/doors, newly formed structural openings, demolitions and physical connections with new/proposed alterations and extensions with the existing building. After such work has been completed the company will make good all building surfaces including plasterwork. The company will not be responsible for new or replacement carpets, floor finishes, surface decoration including paintwork or wall paper unless this is already included in the contract as work to be carried out by the company. It is the customer's responsibility to remove all objects and fittings prior to such work and no responsibility will be taken by the company for damage to non relocated objects/fittings.
- Any external brickwork, pebble dashing, roofing materials, rendering or internal works may not be an exact match to existing, due to the weathering effect over time, discontinuation in manufacturing of certain products/materials and differences in craftsmanship and workmanship.

PAYMENT

- You will be issued with and asked to sign up to a **Payment Schedule** for your project. This will include a deposit prior to starting work, interim payments during work and a final payment once work has been completed. Should you be dis-satisfied with the work at any stage and you do not wish to pay an interim payment then the first step is to discuss your dis-satisfaction with us. Should you still be un-happy with the result you are able to apply to an external arbitrator whom we must both agree on who administer the contract for discussion, advise or Arbitration.
- The company reserves the right to charge interest at the current bank rate on any balance remaining outstanding after the installation/construction is completed.
- Our representative on site is authorized to accept a cheque or cash with this order. Our installer or builder (employees of the company only, not sub-contractors) is similarly authorized to accept payment when the order is completed. All cheques are to be made payable to the Company.
- Payment of the sum of money specified in the contract shall be immediately due upon completion of the installation/construction development or on delivery when goods are purchased or as outlined in the terms of the contract. Supply only payment may be made either by cash or cheque on receipt of the goods. Cheques shall be made payable to the company. (RC Project Management Ltd) Cheques or cash are to be handed to the installer, builder, surveyor, or company representative as agreed with the company, but in any case the customer must retain a copy of the receipt with the payment indicated as receipted by the company after payment.
- Payment made to the company by cheque, which is subsequently not honoured by the drawers bank will be subject to an additional administration charge levied at 3% over our banks current rate of interest. This charge will be payable to the company immediately.

GUARANTEE

- At the end of all on-site works the company will request a snagging list (list of works, if any, which the customer feels are not up to standard and require rectification) from the client which the Company will act on within the following days/weeks. A **snagging period**

will have been written into your contract and a retention amount also. Once all works have been completed to a satisfactory standard the company will request the client's written confirmation on a client satisfaction form to confirm their satisfaction with the completed development. The final invoice from the company will be due for payment by the client immediately. The company will then issue a '**Certificate of Completion**' which also acts as the '**Company Warranty**' once the appropriate final invoice has been paid. No 'Certificate of Completion' or 'Company Warranty' will be issued by the Company until the above signatures and payments have been received.

- Should the Client not be satisfied with the finished result of their build, they have the right under our guarantee to request to not pay their **Final Invoice**. This is usually 5% but may differ by project. Client dis-satisfaction in this instance must first be directed to the company authorised representative / company director. The client must allow The company a 'fair and reasonable' time period during which time 'reasonable access at working times must be granted' to carry out remedial work to the build to correct faults that the client is dis-satisfied with. Should this not prove to the client's satisfaction then The company reserves the right to an independent adjudication on the faults that The client feels are wrong with the build. If the client feels that they have not been provided with an adequate service or that the Build has ran over-time then The company are allowed under these terms & conditions a 'reasonable time' to provide evidence of suitable and satisfactory service within time or a reason for running past contract duration. Should this not be accepted by the client then the company reserves the right to appoint an independent adjudicator in the matter to resolve whether an adequate service has or has not been provided.
- A 12 Month Guarantee is provided from the date of the final Invoice. This guarantee covers materials, craftsmanship and workmanship provided by The company.
- All material and product guarantees provided by manufacturers/suppliers for materials/products used in the installation/build will be passed onto the customer by the company. We will rectify any faults in the installation/build which are a direct result of our negligence in design & workmanship. No alterations or remedies should be made by the customer or any third party instructed by the customer or otherwise to rectify such faults without our prior written agreement as this will invalidate the guarantee. Any problems arising under the company guarantee must be received in writing stating contract number, date of installation/build, installation/build address and telephone number.
- The Guarantee does not include materials or labour provided by the client.
- The guarantee does not cover structural elements past one year.
- It must be expected that after a certain amount of time as with any new build there will be a certain amount of movement in the new build element. This will include (but will not necessarily be limited to) cracking in walls, ceilings, skirting and door frames and architraves, doors not opening properly, creaking in floors and stairs.
- It is also expected that condensation may occur on the inside of or possibly between panes of new double glazing, especially to new conservatories & sun rooms for up to the first 12 months.
- The guarantee is transferable, subject to a transfer fee paid to the company prior to the transfer to the new owner. The guarantee comes into effect immediately the installation/build has been completed and has been paid in full. If the full contract value is not paid by the customer, then only the portion paid will be guaranteed if agreed in writing with the company, until such time as the full contract value is received whereupon all supplied and/or installed products will become guaranteed.
- An external guarantee may be provided. This may take the form of an insurance-backed guarantee which will run alongside our guarantee but may in some instances either run for longer or guarantee additional items such as structural elements past one year. This should be clarified on a contract by contract basis. If this is provided to the client then all paperwork will be passed over to the client on payment of the final invoice.

I / we* the undersigned understand and agree to all of the above terms and conditions and terms of the company guarantee.

I / we* understand that by signing below, I / we* agree to be bound by the terms set out above and that these will be included with our contract. *Please delete as appropriate

Print _____ Sign _____ Date _____

Print _____ Sign _____ Date _____

Address of property where work is to be carried out: _____
