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## **BUILDER TERMS AND CONDITIONS – BUSINESS CLIENTS**

### **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** "Arbitrator" shall mean the person or body appointed to settle a dispute between the Supplier and the Customer.

**1.3** "Customer" shall mean the person or organisation that orders the Products and Services from the Supplier.

**1.4** "Order" shall mean the formal 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.

**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**

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.

## **3. Proposal**

**3.1** The Proposal given on or attached to these Terms and Conditions will only remain valid for a period of *[Insert number of days, e.g. 14 days]* days.

**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 Schedule 1 of these Terms and Conditions.

**4.2** If the Customer wishes to vary any of the Products and Services provided the written consent of the Supplier must be obtained. The Supplier must be informed in writing within *[Insert number of days, e.g. 14 days]* days of acceptance of the Order of any changes, alterations, reductions or cancellations.

**4.3** The Supplier reserves the right to make additional charges for any agreed written variation to Schedule 1 of these Terms and Conditions.

**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 and Services is inclusive of Value Added Tax (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.

## **6. Title and Payment**

**6.1** Unless otherwise stated in the Order payment for the Products and Services comprised in each Order shall become due [*Insert time period, e.g. 7-30 days before delivery/ day of delivery / 7-30 days after delivery*].

**6.2** The 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.

**6.3** Furthermore the Supplier will 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.

**6.4** Title to the Products comprised in the Order shall not pass to the Customer until the Customer has paid the full price. Furthermore the Supplier reserves the right to sue for the price 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 Order.

**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. Inspection**

**8.1** The Customer shall inspect all Products on delivery and notify the Supplier in writing within *[Insert number of days, e.g. 7 days]* days of any damage or defects.

**8.2** The Supplier will replace or repair free of charge any Products proved to the Supplier's satisfaction to have been damaged in transit provided that such damage is notified to the Supplier or the carriers in writing within *[Insert number of days, e.g. 7 days]* days of delivery.

**Sample document – the remaining are clause headings only**  
**Full document contains all clauses**

**9. Supplier Obligations**

**10. Customer Obligations**

**11. Warranties and Guarantees**

**12. Defects and Snagging**

**13. Exclusions**

**14. Indemnities**

**15. Complaints**

**16. Arbitration**

**17. Cancellation**

**18. Termination**

**19. Notices**

**20. Force Majeure**

**21. Waiver**

**22. Assignment**

**23. Severance**

**24. Joint Venture or Partnership**

**25. Entire Agreement**

**26. Jurisdiction**

**SCHEDULE ONE**

**SUPPLIER**

Supplier Name:

Supplier Office Address:

Supplier Registered Office Address:

Contact Person:

Phone/Email/Fax:

**CUSTOMER**

Customer Name:

Customer Office Address:

Customer Registered Office Address:

Contact Person:

Phone/Email/Fax:

**ARCHITECT (if applicable)**

Architect Name:

Architect Office Address:

Contact Person:

Phone/Email/Fax:

**DESCRIPTION OF PRODUCTS TO BE SUPPLIED:**

**DESCRIPTION OF SERVICES TO BE SUPPLIED:**

**LOCATION OF WORKS:**

**START DATE:**

**WORKS TIMETABLE AND MILESTONES:**

**PROJECT PRICE:**

**PAYMENT TERMS:**

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## **BUILDER TERMS AND CONDITIONS – CONSUMER CLIENTS**

### **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 12 of the Unfair Contract Terms Act 1977.

**1.3** "Customer" shall mean the person that orders the Products and Services from the Supplier and who is defined as a consumer in accordance with section 12 of the Unfair Contract Terms Act 1977.

**1.4** "Order" shall mean the formal 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.

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

## **3. Proposal**

**3.1** The Proposal given on or attached to these Terms and Conditions will only remain valid for a period of *[Insert number of days, e.g. 14 days]* days.

**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 Schedule 1 of these Terms and Conditions.

**4.2** If the Customer wishes to vary any of the Products and Services provided the written consent of the Supplier must be obtained. The Supplier must be informed in writing within *[Insert number of days, e.g. 14 days]* 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 to Schedule 1 of these Terms and Conditions.



**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 and Services is inclusive of Value Added Tax (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.

## **6. Title and Payment**

**6.1** Unless otherwise stated in the Order payment for the Products and Services comprised in each Order shall become due *[Insert time period, e.g. 7-30 days before delivery/ day of delivery / 7-30 days after delivery]*.

**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** Title to the Products comprised in the Order shall not pass to the Customer until the Customer has paid the full price. Furthermore the Supplier reserves the right to sue for the price 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 Order.

**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.

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**9. Customer Obligations**

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**19. Waiver**

**20. Assignment**

**21. Severance**

**22. Entire Agreement**

**23. Jurisdiction**

**SCHEDULE ONE**

**SUPPLIER**

Supplier Name:

Supplier Office Address:

Supplier Registered Office Address:

Contact Person:

Phone/Email/Fax:

**CUSTOMER**

Customer Name:

Customer Address:

Phone/Email:

**ARCHITECT (if applicable)**

Architect Name:

Architect Office Address:

Contact Person:

Phone/Email/Fax:

**DESCRIPTION OF PRODUCTS TO BE SUPPLIED:**

**DESCRIPTION OF SERVICES TO BE SUPPLIED:**

**LOCATION OF WORKS:**

**START DATE:**

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