



Terms and conditions

In accepting a quote from Whitley Builders you are agreeing to the terms and conditions set out below. Please read them and don't hesitate to contact us if you have any queries.

Contractor: Contractor is Whitley Builders Limited and any of their sub contractors used on the project.

Client: The Owner of the property where works are being carried out.

Contractor - means any Person furnishing labor, material, equipment or supplying Goods for the Project that has an agreement, whether oral or written, directly with the Construction Manager or Owner; or (2) a Supplier. Subcontractors for example

Subcontractor- means a subcontractor, material supplier or laborer of the Contractor or any subcontractor, material supplier or laborer of any lower tier (i.e. sub-subcontractors), and includes all of their officers, employees, agents and representatives.

Supplier - Any Person providing Goods or other material for the Project that has an agreement, whether oral or written, directly with the Construction Manager or Owner.

Work - All construction and services required to be performed by the Contractor to fully and completely construct the Contractor's portion of the Project described within the attached Construction Agreement in strict compliance with the Contract Documents, and includes all labor, materials, equipment, temporary facilities, tools, supplies, transportation, loading, unloading, hoisting, measurements, supervision, cutting, patching, cleaning protection, insurance, taxes

Scope of work The more detailed the scope of work, the more certainty there can be on the price. Whitley builders Limited has priced the job on the scope of work that is either supplied by the client or their agent acting on their behalf.

Provisional Sums

In the absence of exact specifications for sanitary ware, tiling, flooring or any other element of the build at the point of tender, provisional sums are provided to allow a visibility of potential costs that will be incurred. These are based on our experience of past costs incurred and are estimates. Final cost may be higher or lower depending on the final specification chosen by the client

Provisional sums do not include profit and attendance.

Contingency sums

A contingency sum will generally be included in the contract sum usually 5% of the contract sum. This can be shown as a separate line item. If requested we strongly recommend this to allow for unforeseen costs generated by the client or contract administrator

Contracts – A JCT homeowners works contract or similar format contract will generally be issued to all new clients prior to work commencement. Alternatively an exchange of letters of acceptance or works order.

Contract Sum - is the total amount to complete or provide the Work including, but not limited to all, labour, material, equipment, permits, fees, sales, use and other taxes and charges applicable to the Work or Goods. All costs are excl VAT at the prevailing rate. In some instances a 5% retention sum will be held back by the client where specified in a valid JTC contract.

Notice to Proceed – An email will be provided to the client from the contractor to commence all or portions of the Work.

Contractor Commencement Date - means the date the Contractor shall commence work on the Project; whether on site or off site, and shall include mobilization/site set up, but not be limited to, any pre-construction services, ordering material or equipment, or other items the Contractor needs to complete in order to perform the Work or provide the Goods in accordance with the Project Schedule or revised Project Schedule.

Effective Date - means the date as per the Agreement, and is the date that this Agreement commences, and the terms and conditions become enforceable.

Cooling off period - As long as works have not begun, a client can cancel the contract within 14 days of accepting the contract sum. If the purchaser requested for the works to begin during the cooling off period then part of the agreed price will have to be paid, depending on how much has been completed at the time of the request to cancel.

Payment terms Invoices will be issued by Whitley Builders on a fortnightly basis (referred to as Valuation invoices) These will cover off the work done in the week/month and there may be an advance payment to cover cost of ordering materials etc. Payment should be made within 7 days of receipt of invoice to the bank account detailed on the invoice. Detailed breakdown of the valuation can be requested to the contractor by the client.

Client duties Whitley Builders Limited and any sub- contractors that are assigned to the project will require access to the site during normal working hours (Mon-Friday 7.30-4.30) and on occasions at weekends (with prior agreement). In order to comply with our Welfare Policy, we ask that where possible access to a dry area in adverse weather be permitted (garage etc). There should also be access to clean drinking water either via an outside tap or inside the building. It is the client's duty to ensure that all relevant planning permission and other consents are applied for and approved before works can commence.

Client is responsible for paying all fees in relation to building control and to give the council 48 hrs notice before works commence. Following that Whitley builders will then ensure follow up inspections and appointments are scheduled and take place.

Party wall agreements - Where a wall is shared between the client and a neighboring house, a party wall agreement must be sourced and produced by the client 6 weeks before commencement date.

Covid- 19 – During times of uncertainty related to the Covid - 19 pandemic, we ask that clients respect the guidelines applicable at the time of the project taking place (For example, ventilate areas where trades person is working, wear mask where applicable, provide a place for thorough hand washing to take place.

Damaged goods – You should report any damaged or faulty goods within a reasonable time frame (within 48hrs ideally)

Variations Fully detailed specifications are not always possible, there are often variations to the planned works. Such requests must be issued and approved using a Change request form (created and provided by the architect) or must be made via email to james@whitleybuildersltd.co.uk. Onsite requests to change cannot be approved by anyone other than James. Costs associated with the variation of materials will be discussed or sourced prior to works being carried out. They will be passed on with associated additional labour costs that may be incurred.

Timing A proposed date for start of work on site and for completion will be communicated. A procedure for adjusting these to deal with any delay caused by the client or other external events is also in place. We will aim to communicate an expected duration on site (weeks). A project plan will be issued at the start and will be adjusted accordingly. We cannot take responsibility for delays caused by natural occurrences – flooding, Inclement weather related etc. Additional works added to the initial scope, or changes that effect the duration will be communicated at the point of agreement. Supplier shortages due to industry demand or linked to Covid-19 cannot always be foreseen.

Completion- Practical completion will be classed as when the job is physically finished and contractor clears site. Upon practical completion 2.5% of the retention amount is payable to Whitley Builders where a JCT contract is in operation.

Three to six months post practical completion a snagging list (details of what repairs are required to deal with any defects post job completion) will be agreed and communicated to the client. This should be communicated by the Client or Architect in advance of the defect liability period. This should be a comprehensive list of defect work to be carried out.

A project will be deemed as Finally completed once all snagging lists are fully complete and usable by the Owner and that all corrective action required in connection with any final inspection has been completed. Final release can be made and the remaining retention amount is payable to Whitley Builders (usually 2.5%)

Handover & Defects Where a JCT contract is not in place any defects appearing in a 3 to 6 month period after completion will to be rectified by the contractor and that will be the limit on the contractor's overall liability.

Provision of goods - Any products that are supplied to Whitley builders for use of site are the responsibility of the client to ensure their suitability for the job. Whitley builders cannot take any responsibility for incorrect measurements or orders made by a client that are later found to be incorrect.

Health and safety - Health and safety on site is the responsibility of Whitley builders and the client. If you see something that poses a potential risk, please flag it up to the site manager or remove it, if it is safe to do so.

Please note that clients should not enter the building site outside of business hours. Children must be kept away from ladders and scaffolding at all times.

Regulated Materials - means any substance, material or waste: (1) that is or becomes regulated under any Laws; (2) that is or becomes defined as a solid waste, hazardous waste, hazardous substance, hazardous material, toxic waste, toxic substance, pollutant, or contaminate under any Laws; (3) the presence of which causes or threatens to cause a nuisance or poses or threatens to pose a hazard to the health or safety of persons; (4) that is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic or otherwise hazardous or dangerous; (5) without limitation, that contains petroleum, including crude oil or any fraction thereof; or (6) without limitation, that contains polychlorinated biphenyls, asbestos or urea formaldehyde.

If regulated materials are discovered on site, it will be managed accordingly.

Plans and Specifications - Plans and Specifications for the Project prepared by the Architect or Designer. A listing of the Plans and Specifications is attached to the Construction Agreement. The Plans and Specifications are final Plans and Specifications, subject to change only by appropriate Change Order. Contractor represents that the Contractor has reviewed the Plans and Specifications and that they are sufficient to complete the Work.

Project Schedule - The schedule attached to the Construction Agreement, which may be updated and revised by the Construction Manager from time to time and shall be considered to be as effective as if attached hereto, unless written Notice is provided by the Contractor within 10 days of such issuance of objection.

Project Site - The address of the Project as identified on the Agreement.

Contractor's Warranty - Contractor warrants that: (1) the Work shall be performed in a good, complete, workmanlike and professional manner, and in accordance with all applicable laws and regulations and the Plans and Specifications; (2) all Goods, materials, and equipment furnished under the Contract Documents will be of the quality required by the Contract Documents and new; (3) the Work and Goods will be free from defects, including defects in material and workmanship, and will conform to the requirements of the Contract Documents. For new build houses a 10 year NHBC warranty is offered

Contractor's Indemnity - Contractor shall indemnify, defend and hold harmless the Owner, Construction Manager, and their respective officers, members, managers, agents and employees from and against any and all injuries, claims, damages, liabilities, losses, fines, penalties, demands, causes of action, suits, costs or expenses, including, but not limited to, attorneys' and professional fees and court costs, arising out of, relating to or resulting from (1) the performance of the Work by, or any act or omission of, the Contractor, a Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable; (2) any breach of the terms of this Agreement, (3) the Contractor, any Subcontractor or anyone directly or indirectly employed by either of them or anyone for whose acts they may be liable, bringing Regulated Materials onto or near the Project Site or adjacent sites (that are not specified or required to be utilized to complete the Work) or mishandling the Regulated Material.