

# LARGE WORKS CONTRACT

This contract is for projects exceeding £5000 and is intended for use between a private home owner and builder/ service provider.

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This building contract is between:

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(Client)

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(Builders trading name)

**Builder's address & telephone number**

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**Builder's Public liability insurance policy number** (The policy must be shown to the client)

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**If the builder is VAT registered enter the VAT number**

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**Clients address**

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**Address where work is to take place** (if different from above)

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Both parties signatures \_\_\_\_\_

Date \_\_\_\_\_

**The contract is for** (give a description of the work to be carried out)

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Any plans, specification of materials etc, should be attached to this document. Any plans supplied by the client will comply with all current planning and building regulations. Any work carried out by the builder without plans will meet current planning and building regulations.

Reasonable notice (7 days) to any changes or alterations made to the plans should be agreed by both parties. Details together with any agreed changes to costs due to these changes should be in writing using the space provided at the end of this contract.

**The agreed sum for the completed work is:**

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(Include VAT if applicable). The quote should include details of materials to be used and attached to this contract.

**Deposit payment:**

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(Should not exceed 25%)

Both parties signatures \_\_\_\_\_

Date \_\_\_\_\_

**Time is of the essence. Work will commence on:**

-----(Date)

**The work will be completed by:**

-----(Date)

Unless delays are incurred due to bad weather or illness. These are deemed to be outside of the builder's control and extra time will be added to the contract. Notice should be given to the client as soon as possible if delays are to be incurred. This should be in writing and attached to this contract.

**If the work is to take more than 4 weeks the payments to the builder can be made as stage payments. Use the space below to list at what stages the payments are to be made. Both client and builder should agree stages. If more stages are required use the space provided on the last page of this contract. Include amount due for each stage and an approximate time scale for stage completions.**

----- (Stage 1)

----- (Stage 2)

----- (Stage 3)

----- (Stage 4)

----- (Stage 5)

----- (Stage 6)

Inspection and payment should be made within 7 days of the builder notifying the client that a stage is complete.

**Planning permission for this project is the responsibility of:**

**Client or Builder**

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Both parties signatures \_\_\_\_\_

Date \_\_\_\_\_

## **Terms**

**The client will hold retention of 5% of the total cost (deductible from each stage payment if stage payments are used). This will be held for 3 months after completion unless any faults appear within that time. If this is the case the builder shall return and on correction of all faults will be paid the retention in full. If no faults occur the retention shall be paid to the builder in full at the end of the 3 calendar months.**

**The builder agrees to guarantee that all work be of a standard a reasonable person would expect. He shall be responsible for any costs incurred due to faults occurring to his (or his sub-contractors or his employees) work for a period of 2 years.**

**It is the builder's responsibility to ensure that they and any sub-contractors used have the appropriate insurance cover.**

**It is the responsibility of the builder to ensure the site and all work carried out on the site conforms to health and safety regulations.**

**It is the responsibility of the builder to appropriately dispose of all waste and to leave the site in a tidy condition once the work is complete.**

**The builder may terminate this contract if**

- **The client fails to make any payments on time as agreed to in this contract.**
- **The client without reasonable cause delays them from completing the work.**

**The client will be responsible for providing access to any mains service that the builder requires and to ensure the builder can access the working area.**

**The client can terminate this contract if**

- **The work is not to a standard a reasonable person can expect**
- **The work is not being completed within the time scale**
- **Any specifications or agreed amendments are not being adhered to.**

Both parties signatures \_\_\_\_\_

Date \_\_\_\_\_

**In the event of either party terminating this contract for reasons described above (in writing) the builder will be paid for all work and any materials on site at the time the contract is ended.**

The amount owed should be determined from the stage payments. For instance if the builder is half way through stage 3 then approximately half the agreed figure for stage 3 will be due. If an agreement cannot be reached as to how much is owed the services of an independent quantity surveyor (who is acceptable to both parties) should be sought and both parties should agree in writing to abide by his figure. Both parties will meet the cost.

**If, after completion, there is a disagreement regards the standard of work, a suitably qualified person who is acceptable to both parties should be sought for a third opinion (architect, local building inspector etc). The cost of this third opinion will be taken out of the retention.**

If the third opinion finds in favour of the client the builder will correct any unsatisfactory work.

If the third opinion finds in favour of the builder then retention will be paid in full and the client will “stand” the cost of the third opinion.

**Builder**

----- (Signature)

**Client**

----- (Signature)

**Witnessed by**

----- (Signature)

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**This contract was agreed and signed on**

----- (Date)

