

Plaster bathroom walls and ceiling

Quote valid for 30 days
Created on 7th December 2020

Nikki James

Quote sent by:
Terryvintage Building Service
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SCOPE OF WORK

Plastering

- Plaster walls, Supply materials and ceiling

Walls

- 4 x walls
- Plaster type: skimmed

Ceiling

- Plaster type: skimmed
- Surface: plasterboard & paint

Other surfaces

- Plaster type: bonded & skimmed
- Current surface: plasterboarded

NOTES

- Surfaces not assessed

PAYMENT

Payment due on completion of works

COST OF WORKS

Total price

Labour £600.00, Materials £150.00

£750.00

FACILITIES ON-SITE

We may require access to the following services in order to complete the works:

- Mains water tap
- Toilet facilities
- Mains electricity

STANDARD TERMS

1. Definitions

- a. "Agent" means a person or organisation who acts on behalf of the Contractor.
- b. "Contractor" means Terry Jess (trading as "Terryvintage Building Service") and any of their employees and/or agents.
- c. "Customer" means Nikki James.
- d. "MyBuilder" means MyBuilder Limited, registered in England No. 05272398.
- e. "Site" means the location where the Works will be undertaken.
- f. "Working period" means the date/s that the Contractor and the Consumer agree for the works to be completed.
- g. "Works" means the scope of work agreed, within the attached quote, to be completed by the Contractor for the benefit of the Customer.

2. Contractor's Responsibilities

- a. The Contractor agrees to:
 - i. complete the Works carefully and competently;
 - ii. use materials which are of satisfactory quality and fit for purpose. The materials will be new unless agreed between the parties in writing;
 - iii. take all reasonable steps to minimise health and safety risks to themselves, agents, the Customer and others;
 - iv. take all reasonable steps to minimise environmental damage;
 - v. ensure that any temporary protection for the Works is safe and weatherproof;
 - vi. store away any tools or equipment used at the end of each working day; and
 - vii. leave the site in a clean and tidy condition after completing the works.

3. Customer's Responsibilities

- a. The Customer agrees to:
 - i. take notice of all safety warnings given by the Contractor;
 - ii. follow any reasonable instructions given by the Contractor in respect of the Works being carried out;
 - iii. not allow any unauthorised persons (including children) to access the site during work times;
 - iv. give the Contractor access to the Site during the agreed working hours throughout the working period; and
 - v. keep the Site clear of obstructions to allow the Contractor to carry out the Works.

4. Cooling-Off Period

- a. Cancellation Rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:
 - i. There are certain circumstances under the above regulations where the Customer has 14 days from the day after the contract was agreed to cancel this Agreement. This only applies where the contract was agreed in the Customer's home with the tradesperson present, or somewhere else outside of the Contractor's business premises.
 - ii. If the Customer wishes to exercise their right to cancel they must inform the Contractor as soon as reasonably possible (and within the 14 days.) The Customer can email, write or telephone, the Contractor to cancel this Agreement.
 - iii. The Consumer can agree for the contract to start before the end of the cancellation period, if the Consumer wishes to do this they must let the Contractor know in writing. If they do wish for the contract to begin before the end of the cancellation period, they may still be able to cancel within the 14 days, however they may be charged for any work carried out by the Contractor up until the point they cancel. This can include labour costs and cost of materials that have been incurred by the Contractor within this time.
- b. Customers do not automatically get a cooling-off period if:
 - i. They have something specially made for the Works - for example, made to measure curtains, windows or a conservatory; or
 - ii. The Customer invites the Contractor into their home for urgent repairs or maintenance; or
 - iii. The Contractor attends the Consumers house and leaves them with the quote and the Customer contacts the Contractor back at a later date to confirm this Agreement.

5. Changes to the Completion Date

- a. The period in which the Works are to be completed may only be extended by agreement between the parties.

6. Force Majeure

- a. If circumstances beyond the Contractor's control prevent or impede the provision of the Works, the Contractor may elect to terminate this Agreement or continue to proceed until such circumstances have ceased. In the event that this Agreement is terminated, the Contractor must return any monies paid for works not yet completed. For the avoidance of doubt, the Contractor may retain all monies paid to them for works already completed.
- b. Circumstances beyond the Contractor's control include, but are not limited to:
 - i. unavailability of materials or components due to adverse weather, industrial action or other serious third-party intervention;
 - ii. adverse weather;
 - iii. strikes;
 - iv. lockouts;
 - v. riots;
 - vi. natural disasters;
 - vii. fire;
 - viii. war;
 - ix. serious illness; and
 - x. government decrees, proclamations or orders.

7. Termination

- a. The Customer has the right to terminate this Agreement:
 - i. if the Works are not progressing at a reasonable pace, taking into account the type, size and complexity of the Works;
 - ii. if the Contractor acts in a reckless manner that would jeopardise the health and safety of themselves or others on the Site;
 - iii. if the Contractor commits gross misconduct on the Site; and/or

- iv. the Contractor files for bankruptcy and/or insolvency.
- b. If the Customer terminates this Agreement, they will only need to pay the amount owed pursuant to the payment terms at the time of cancellation or whatever other sum agreed between the parties in writing. For the avoidance of doubt, this does not impede on any legal right the Customer may have to offset the amount owed or be compensated for any breach of contract by the Contractor.
- c. The Contractor has the right to terminate this Agreement:
 - i. if the Customer does not pay any amount due to them pursuant to the payment terms without good reason;
 - ii. if the Customer prevents or obstructs the Contractor from conducting the Works in a safe manner; and
 - iii. the Customer files for bankruptcy and/or insolvency.
- d. If the Contractor terminates the contract, they will only retain the amount of monies owed to them pursuant to the payment plan at the time of cancellation or whatever other sum agreed between the parties in writing.

8. Additional Works or Payment

- a. Any further works or payments that differs from this Agreement must be subject to a further quote and agreement.
- b. In the event that any materials are substituted for a product of differing quality or value, this must be subject to a further agreement between the parties in writing. If more monies are owed to the Contractor as a result of the material substitution, this difference becomes due and payable by the Customer upon receipt of an invoice from the Contractor.

9. Agency and Assignment

- a. The Contractor may use sub-contractors or agents to perform specialist tasks.

10. Whole agreement

- a. The parties expressly agree that they do not rely on any representations made before this Agreement was formed.
- b. The parties agree that MyBuilder is not a party to this Agreement and has no corresponding contractual obligations.

11. Non-Limitation of the Other Rights and Remedies

- a. The rights and remedies provided under this Agreement are in addition to the Customer's consumer rights.
- b. For either party to waive their rights under this agreement, they must expressly communicate this to each other.

12. Contracts (Rights of Third Parties)

- a. Notwithstanding any other provision of this contract, nothing in this Agreement confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it and no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999.

13. Jurisdiction

- a. This Agreement is governed by and shall be construed in accordance with the laws of England and Wales.