

LEC

DESIGN BUILD MAINTAIN

www.lancasterrec.com



Additional (Extra) Works: Please note, any extra works which may be required after the contract has commenced, **will be treated as a separate contract**, which may not necessarily run concurrently with the initial contract. The reason for this is it will add extra time to our scheduled contract. Verbal instructions /agreements must be honored and payment for any extra work must be made on receipt of extra work invoice.

Guarantees and Insurance:

All works carried out by Lancaster Estate Contractors Ltd hereby referred to as the Company, is guaranteed for a period of 12 months from completion of the work. **The Company carries Public Liability to the value of £5 million and Employer's liability Insurance to the value of £10 million and all contractors risk insurance for £500,000.00.** Upon completion of the works and on full and final settlement of outstanding monies the Company will issue a written guarantee as set out below. **Our insurance covers indemnity to principal.**

Where windows are installed this will be covered by the *Fensa Insurance. *Terms and conditions applicable.

Terms of payment: All accounts are to be paid as per the payment structure set out below. In the event of a client not meeting the agreed terms of payment, we reserve the right to charge interest on the overdue account at a rate of 2% above the base rate of interest charged by Barclays Bank PLC during the overdue period.

LANCASTER ESTATE CONTRACTORS LTD

AMBASSADOR COURT 17-19 CRAVEN TERRACE W23QH • WWW.LANCASTEREC.COM • TEL: 2074023915 • Email: info@lancasterrec.com

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*Credit/ debit card payments accepted- subject to a 5% surcharge.
Cheques to be made payable to "Lancaster Estate Contractors Limited"
All prices are subject to VAT at the current rate*

Payment Structure:

All works undertaken by the Company are operated by a staged Payment Schedule defined by the specified or contracted schedule of works. Dependent on each individual case this usually requires an initial advance upon signing of the Contract and thereafter a series of staged payments according to the Schedule of Works.

Bank Details:

SANTANDER BANK

Lancaster Estate Contractors Limited

Account No 04325662

Sort Code 09 01 29

**Bank Address: 4 - 8 Bond Street
Ealing London W5 5AE**

Company Reg No: 08924758

VAT No :223936310

UTR No: 8070626372

Reg Address with the Companies House of England and Wales:

*Lancaster Estate Contractors Limited
792 Wickham Road Croydon Surrey CR0 8EA*

Thank you for asking Lancaster Estate Contractors to quote for the building work as above; we have prepared a quote that includes all building works but not any fixtures and fittings. The work will be carried out to current building standards and will be guaranteed for a period of 12 months from completion.

We offer full project management of the site, which will include a detailed schedule of the works/method statement planned, a weekly meeting and correct ordering of trades and rubbish removal.

The quote has been prepared based on the site visit and on the information gained from the initial site visit and the details provided by the 'client supplied' specification and drawings and photographs (if any) subject to the following:

Responsibility for documents:

In the event of the Company being supplied drawings and/or details prepared by others (client appointed architect/designer or engineer), the Company is not responsible for any errors or missing details in those supplied. We will follow the drawings as provided.

In the event of any issues arising during the course of the building works due to incorrect drawings or information supplied the Company will advise accordingly and it will be the responsibility of the supplier to provide correct/revised information.

This quotation is subject to the acceptance and full approval of the above by Planning/ Building Regulation. Drawings and all associated details/structural calculations, as required by Building Control and your Local Authorities. You have to ensure that the Local Authority Building Control has to be notified if required to do so. Further you will arrange, if required, to obtain permission for the works to start i.e. planning permission or building regulations notice or other Local Authority consents

In the event of Building Control or your Local Authorities requiring at any point any additional or revised drawings/details this will need to be supplied by you through your appointed architect.

In the event of the Planning department requiring the removal of any existing structures (sheds, garages, outhouse, conservatories, lean-tos etc to assist/comply with a Planning application, this will be subject to an additional cost and will be confirmed upon full inspection.

In the event of any amendments made to any current Building Regulations from the date of quotation or Building Control enforcing any changes on site, this agreement is subject to change and the client will be liable for any additional costs incurred. Any additional costs will be confirmed in writing.

Please Note: All Local Authority and Building Control fees i.e. Planning Applications, Full Building Regulation

All 'NOTES' contained within this document are only applicable if the mentioned items are specified and/or agreed within the Quotation/Contract.

Complaints Policy

We always endeavour to provide the best service and products for our customers. However, on rare occasions, we recognise that there may be times where our customers may not be completely satisfied.

Where we cannot resolve any complaints using our own complaints procedure, as a Which? Trusted trader we use Dispute Resolution Ombudsman for dispute resolution. In the unlikely event of a complaint arising and you wish to refer the complaint to them please contact 03332413209 or via their website <http://www.disputeresolutionombudsman.org/which-trusted-traders-partnership/>

The Building Process:

The information below is a brief introduction as to what is required when planning any proposed building project.

Parts of this maybe irrelevant to your proposed works but have been included should you need this information for any future developments. This should be explained in more detail by your appointed architect.

Planning Permission:

Your local planning authority is responsible for deciding whether a development - anything from an extension on a house to a new shopping centre - should go ahead. The purpose of the planning system is to protect amenity and the environment in the public interest. The present position is that major works need planning permission from the council but many minor works do not. The Government thinks this is the right balance, as councils can use planning controls to protect the character and amenity of their area, while individuals have a reasonable degree of freedom to alter their property.

It is your responsibility for seeking, or not seeking, planning permission. If required, planning permission should be granted before any work begins.

If you go ahead with your development without the required permission, your local planning authority may ask you to make a retrospective planning application. If it decides that permission should not be granted it may require you to put things back as they were. You can appeal but if the verdict comes out against you and you still refuse to comply you may be prosecuted.

Please Note:

There are many kinds of alterations and additions to houses for which you do not need to apply for planning permission. If you are in any doubt you should consult the planning department at your local Council.

Lawful Development:

If you want to be certain that the existing use of a building is lawful for planning purposes or that your proposal does not require planning permission you can obtain a certificate called a "Lawful Development Certificate" (LDC).

It is not compulsory to have an LDC but there may be times when you need one to confirm that the use, operation or activity named in it is lawful for planning control purposes.

Lawful Development Certificates can be obtained via your local Council and the Company or your appointed architect can advise you as to what supporting information/fee is required to gain this certificate.

Permitted Development:

Some building works of a minor nature can be carried out without the need to obtain planning permission - this is called 'permitted development'.

Any previous house extensions must also be taken into account when calculating the volume of permitted development. Generally small single storey extensions on the rear of properties do not require planning permission. But, the majority of two storey extensions, large single storey extensions, extensions to the front of a property, changing the roof, roof conversions and dormer windows will, in most instances, require planning permission.

In certain areas of every Borough permitted development rights are more restricted. If you live in a Conservation Area you will need to apply for planning permission for certain types of work which do not need an application in other areas. If your proposal affects a listed building, it will be necessary to obtain Listed Building Consent before undertaking any work.

Before Works Can Commence:

It is important to note that even though your proposed building works may not require planning permission, it may require building regulations approval.

The majority of building works whether domestic or commercial are required to comply with Government enforced Building Regulations. These regulations have been set to ensure that all building works are conducted in a safe and proper manner and to the approved standards, and cover aspects such as fire and electrical safety, access, insulation, ventilation and fuel conservation.

To ensure building works comply with these regulations you have to submit what's called a 'Full Plans Application' to your local Building Control prior to any works commencing. This allows Building Control to check that your plans, detailed specifications, and if appropriate, structural calculations meet all regulatory requirements and also investigate any issues with Thames Water and public sewers etc. If they do, formal approval is given, if they do not a Notice of Rejection will be issued detailing all items of non-compliance.

The fees for this application (payable directly by the client) normally come in two stages, and cover all related admin and site inspection costs. The first payment is needed to accompany the application, and the second is due upon invoice after the initial site inspection takes place. The appropriate fee is dependent upon the proposed works and can be determined when architectural drawings are available.

A decision is normally reached within 5 weeks of an application being submitted and to have this approval gives you the peace of mind and security of knowing that providing your builder follows the plans the works will comply to the required regulations.

As soon as Building Regulation approval is in place and Building Control have been notified of the works commencing, an allocated building inspector will visit the site at various stages of development to ensure the appropriate regulations are adhered to.

A less common route of commencing building works is under what's called a 'Building Notice' this is an application submitted to Building Control notifying them of commencement and needs to be served at least 48 hours before any works begin. With a Building Notice application it is not compulsory for your Building Control to thoroughly check whether your plans, detailed specifications and structural calculations meet the regulation requirements, prior to the commencement of your works.

Although it is recommended that details are submitted with the application, compliance with required Building Regulations are generally checked on-site. This places a greater emphasis on you, your architect and builder to ensure Building Regulations are complied with, and should any issues arise during the works this could result in costing both time and money.

Please Note: If your proposed works involve building over or near to a public sewer, these works must be conducted under a Full Plans application. Please see below information on Thames Water.

Although it may seem quicker to work under a Building Notice it is not recommended unless the proposed works are very simple such as, simple structural alterations, drainage alterations, re-roofing works or detached garages/outbuildings etc...

A Full Plans application and Building Notice cost exactly the same so no financial incentive exists for making either application.

Building Control:

At various stages throughout the building project approved inspectors or local authority building inspectors will visit the site to check that the works are in compliance with necessary building regulations. The Company use, when possible, the services of an independent 'government approved' Building Control company. This service operates in exactly the same way as a local authority Building Control but offers mainly to you the client and to the team in charge of your project. For more information regarding approved building inspectors please visit:

www.acai.org.uk

or

http://www.direct.gov.uk/en/HomeAndCommunity/Planning/BuildingRegulations/DG_4001372

Party Wall Act 1996:

With both applications your attention is drawn to the requirements of the Party Wall Act 1996 which may affect your proposals. You must notify all affected neighbours and obtain their consent, which can not be unreasonably withheld, if you are intending to carry out works within the Act. For further information regarding the party wall act visit www.planningportal.gov.uk you can also obtain free advice re party walls from the Royal Institution of Chartered Surveyors (RICS) by calling their help line 044 76 86 85 55. This may include:

- Work on an existing wall shared with another property.
- Building on the boundary with a neighbouring property.
- Excavating near a neighbouring property.

Please Note: Upon accepting our quotation, you as the client are deemed to have obtained the consent of the adjoining owners. It is the responsibility of the client / property owner to secure any necessary permissions, failure to do so could result in costing both time and money.

The requirements of the Party Wall 1996 Act shall be observed at all times in respect of all works to be carried out to the party walls. Further information is available upon request or an explanatory booklet, produced from the Office of the Deputy Prime Minister can be downloaded from www.planningportal.gov.uk

Specific To Windows Installation Only:

Your installation fee includes:

- A full site survey, where all of your particular requirements will be discussed and finalised prior to your products going into manufacturing.
- The piece of mind of a 10 insurance backed guarantee for your items, once your installation has taken place.
- A 10 year guarantee on all moving parts and labour.
- A 10 year guarantee on all colour loss.

We manufacture industry leading specialist products, opting for our installation service means you have benefitted from industry experts measuring, manufacturing and installing your products as well as taking full responsibility for your project from start to finish, and for years after the installation itself.

Current turnaround times

We aim to turnaround our upvc products within fifteen to eighteen working days and on aluminium is about 5 weeks.

Glazing options

There are numerous glazing options available which boast several benefits including improving thermal performance, noise reduction, self-clean coating and solar control coating. For further information on the glazing options available please ask our staff for details.

DAMP PROOFING:

Specification of Treatment No 1. The Damp Proof Course (DPC)

There are various methods available to cure rising dampness, the most reliable being chemical injection. A chemical damp proof course consists of the injection of Tri-Gel into the mortar bed at centres no greater than 120mm. All works are in accordance with Code of Practice for installation of Chemical Damp Proof courses BS6576 (1985).

Horizontal Damp Proof Course: Tri Gel is injected into 12mm diameter holes; drilled horizontally into the

chosen mortar bed at 100-120mm centers or at the prep joint, mortar bed junction. Holes should be drilled to within 20-40mm of the far face of the wall being treated. Treatment can be carried out from one or both sides of the wall as appropriate and convenient. Cavity walls would normally be treated from the both sides. The holes should be filled to within 10-20 mm of the front face of the wall and capped with a plug of sand and cement mortar incorporating Trimix 1 or a DPC wall plug. All spillages should be washed away with water before they dry.

The new damp proof course should be installed preferably at least 150mm above the external ground level. If the ground level is too high then it will be necessary to either reduce the level, or carry out internal tanking to overcome this problem. The damp proof course should be installed as near to the ground levels of a solid floor as possible.

The unique formulation allows faster injection without the need for electric DPC pumps. Being water based and water soluble, Tri-Gel is able to diffuse naturally into damp substrates. After injection, Tri-Gel reacts to form a water repellent Silicone resin network within the capillaries of the substrate. This network is permeable to water vapor which means the walls can "breathe" and dries out naturally.

Vertical Damp Proof Course: When installed in conjunction with a horizontal damp proof course, the vertical damp proof course must tie in with the horizontal damp proof course and be continuous with it. It should extend to at least 1.3m above the horizontal damp proof course. A vertical damp proof course is intended to protect the horizontal damp proof course from being bridged by adjacent masonry or adjoining properties.

We only recommend the use of the very safest chemical which is an emulsion based silicate. Some other injection fluids carry a risk of fire and fumes which are not used by our company. This specification of treatment may be adjusted to suit variations in the density and structure of the brickwork, but in all cases a continuous unbroken chemical damp proof course will be installed.

We must point out that if treatment is required on a party wall then the owners of the adjacent property must be informed.

If at any time the external / internal ground levels are changed, Lancaster Estate Contractors Ltd should be notified.

Specification of Treatment No2. The Plaster Works

When plaster has been affected by rising dampness, salts originating from the soil particularly chlorides and nitrates are deposited within the plaster. These salts are termed as "hygroscopic"
This means that they have the ability to absorb water from the surrounding air and cause additional dampness, even though a new chemical damp proof course may have to be installed.

The most common reason for failure of an injected damp proof course is either to use the wrong plastering specification, or existing plaster not removed. Therefore it is essential that the contaminated plaster be removed and replaced as part of the damp proofing works.

The correct specification for replastering is as follows:

Existing plaster should be removed to at least 300mm above the last sign of dampness.

Mortar joints should be raked out to provide a key for the new render.

First coat should be of a 3-1 sand and cement mix incorporating a waterproof additive. Sand should always be of a washed river sharp variety and should be free from sulphates and should conform from BSS 882. Cement should be sulphates resisting.

A gap of at least 25mm should be left between the render and a solid floor, this will prevent dampness bridging from the floor.

The finish coat should be a non sulphate type plaster such as multi-finish.

This coat should not be over-toweled to allow for evaporation of moisture from the base coat.

Always use clean water in the mixing of materials.

The use of some types of plaster will invalidate your guarantee for the DPC injection we perform and for any plastering and/or render backing coats we perform.

We have no objection to your own builder carrying out re-plastering after installation of our damp proof system but failure to abide by our specification will invalidate your guarantee.

ON NO ACCOUNT SHOULD LIGHTWEIGHT PLASTER BE USED WITHOUT PRIOR CONSENT FROM LEC.

Decorating: When the new plaster is visibly dry, 4-5 weeks you can re-decorate using a water based Matt emulsion, or porous paper such as woodchip. Decorating using non porous wall coverings such as vinyl matt or silk emulsions or vinyl wall paper should be avoided until full drying is complete.

Drying Times: When a new damp proof course and subsequent plastering has been carried out a considerable amount of time will be required for the drying to be complete. This should not affect your decorating to any major extent providing our recommendations are observed. When a damp proof course is installed it acts by stopping further ingress of water into the wall. The residual water will dry out at a rate of approximately 1 inch per month; this will mean that a wall of 9 inch thickness can take up to a year for full drying.

Clients To Provide: Lancaster Estate Contractors Ltd with the following;

Supply of electricity to the working area. Note; if electricity is not available our company must be notified so a generator can be provided by us for our technicians.

A supply of clean water should be available to the working area.

Allow access to technicians and vehicles during working hours.

Obtain party wall consent or agreement from adjoining or adjacent properties to enable us to carry out all treatment detailed within our report. This will only be required if the works are done to the left facing garden wall.

Obtain skip license if required.

Supply parking permits for company vehicles if property is within a controlled zone. –

Variations: Lancaster Estate Contractors reserve the right to use alternative materials than those specified within our report. Any alternatives which may be adopted will be of equal quality and performance.

Start Dates / Contract Times:

*Upon Commencement of Works, **date TBC** the following contracted works, In the event of the loss of any 'Full' working days due to adverse weather conditions these are to be noted and agreed by both Client and The Company, and as such are excluded from any 'Completion' timescales.*

Completion Certificates:

We will automatically issue a Completion Certificate as soon as all site works are completed satisfactorily, after all fees are paid we will arrange for a completed electrical certificate to be given.

Site Facilities:

Scaffolding and Skips:

Scaffolding will be erected to the exterior of your property prior to the commencement of works. All scaffolding will remain in place until all works have been completed. Alarmed security to the Scaffolding will be provided.

All arrangements for skips, including any required permits, will be arranged by the Company. Please advise if there is a preferred position for this as it is likely there will be a skip on site for the duration of your works. It is important that during the course of the works the supplied skip is not used by other parties.

Please Note: All scaffolding and skip costs are included in this quote.

Split Visits *Should operatives have to leave site taking their tools and equipment with them for reasons beyond their control, i.e. Areas not ready for treatment due to furniture not being removed etc., then this is charged as over extra to the final*

Invoice at £80.00 + VAT per re- visit.

Portaloos:

Providing adequate space is available/required, a Portaloo will be delivered onsite prior to the commencement of works and will remain onsite throughout the duration of the proposed building works. The position of the Portaloo needs to be agreed with the client prior to delivery.

Supply of Services (Lighting, Power and Water):

All required services Water / Electricity etc... will be supplied to the site via the client's existing mains supply throughout the duration of the Contract. The client is responsible for any failure, restrictions and payments throughout this period.

Before the completion date we will remove all debris/rubbish, surplus materials, tools and scaffolding from the site and leave it clean and tidy and ready to use. We will not be responsible for removing any items you or any person we don't control, place on the site.

Site Access:

Site access is to be agreed with client prior to the commencement of any works.

Hours of Operation:

Permitted hours for site work will normally be the following:-
08:00 – 17:00 hours (Monday to Saturday).

No work (internal or external) is permitted on Sundays or Bank Holidays.

IMPORTANT NOTES - BEFORE SIGNING THIS CONTRACT

- a. All works agreed in this Contract / Agreement / Specifications override any previous communications (inc verbal discussions, emails and/or earlier drawings) prior to the signing of this Contract. This Contract / Agreement / Specifications applies to the drawings and details included herein.
- b. Start dates will be confirmed in writing via email or letter upon the signing of this Contract, works can commence approximately 10 days from this time to allow the Company to make all necessary preparations and notices etc.
- c. **TERMS AND CONDITIONS APPLY TO ALL CONTRACTS / AGREEMENTS.** Please ensure that all T's & C's have been read thoroughly and acknowledged.
- d. All items in the 'Notes' section are for information purposes only and do not form part of the specification or agreement.
- e. All works undertaken within this Contract / Agreement shall be to the approval of your Local Planning Authority / Building Control or approved Building Inspectors and shall comply with current Building Regulations, as appropriate.
- f. All Local Authority fees are to be met directly by the client.
- g. The requirements of the Party Wall Act 1996 etc shall be observed at all times in respect of all works to be carried out to the party walls. It is the clients responsibility to have the party wall permission and agreements in place prior to starting work.
- h. In the event of any 'conditions' being set against a Planning and/or Building Regulations application by your Local Authority this agreement is subject to change, any additional costs and will be confirmed upon full clarification.
- i. All materials are to be to British Standard specification or better, of sound quality and to be fit for the purpose intended. No second hand materials to be used without express prior permission or where stated on drawings.
- j. The liability of any incorrect details supplied by the client lie with the supplier.
- k. All **FINAL** payments are to be made on confirmation from the Building Control that the job has been completed satisfactorily.

l. Upon completion of all Contracted Works and upon Full and Final Settlement, the Company will release copies of relevant Gas and Electrical certificates to your Local Authorities in order for them to prepare and release your final Building Regulation Completion Certificate.

m. All Contract payments are to be received in cleared funds within 24 hours of request, as per the signed and agreed payment schedule.

n. The Company will not be held responsible / liable for the unsatisfactory quality and/or condition of any materials / goods that are client supplied.

o. In the event of any Contracted Works revealing any unforeseen and/or damaged areas this will be subject to an additional cost and will be confirmed upon full inspection.

p. For the duration of these Contracted Works your primary point of contact will be your Project Manager, who will be formally introduced to you before the commencement of any works.

q. Any extra works requested by the client during the terms of this agreement and not stated within this

Contract and specification will be charged at a minimum agreed rate on a daily rate as follows:

1. Plumber	£250.00
2. Electrician	£250.00
3. Painter	£220.00
4. Roof / Rainwater work	£380.00
5. General Labour	£180.00
6. Tiles / Deco	£220.00
7. Cement Patio Plastering	£220.00
8. Landscaping	£210.00

r. All agreed Contracted works **MUST** be completed in full before any additional works can commence. Any additional works added during the course of this agreement WILL negate any agreed build times.

s. All payments for any additional works must be paid on presentation of the invoice and these additional costs **DO NOT** in anyway affect the agreed payment schedule of the original Contracted works.

t. Any additional works deemed to be necessary by the Company due to any hidden defects in the structure or fabric of the premises subject to the contract works shall be charged at a minimum charges as follows:

1. Plumber	£250.00
2. Electrician	£250.00
3. Painter	£220.00
4. Roof / Rainwater work	£380.00
5. General Labour	£180.00
6. Tiles / Deco	£220.00
7. Cement Patio Plastering	£220.00
8. Landscaping	£210.00

u. Any damage incurred to existing landings, stairways, under stairs, walls ceilings, cornices or any areas immediately below the working area, or resultant damage, is not the responsibility of the Company, except in cases of clear negligence or where requirement is specifically included in this Agreement. No decorating/making good costs have been allowed for within this Contract. In the event of such works being required this will be subject to an additional cost and will be confirmed upon full inspection.

v. In the event of the client arranging any 'client supplied' materials or services (i.e cleaning, gardening etc) and the Contracted works taking priority over these, the Company will not be held liable for any booking or cancellation costs

w. **ORIENTATION** All observations are taken standing at the front of the property looking inwards.

TERMS AND CONDITIONS

1. *Signature or acceptance of the quotation by the Customer of this form of Contract and specifications shall amount to an order by the Customer but the Company shall not be bound thereby or to any Contract until written acceptance by the Company signed by a Director of the Company has been posted or emailed to the Customer and no addition or qualification to or variation of the stated Conditions of Sale shall have any effect unless agreed to in writing and signed by a Director of Lancaster Estate Contractors Ltd.*
2. *The Customer is responsible for clearing means of access to the Building area/Loft and the Loft/Building area itself to remove items of value and/or protect their property from damage by covering it up or removing it as appropriate your cars etc, prior to the commencement of contract works. The Company reserves the right to make an additional charge for carrying out these works on behalf of the Customer who has not adequately prepared the site of the proposed works and this charge would cover the removal of existing boarding and moving such items as wiring, pipe work, conduits, aerials, coaxial cables, UHF accessories, flues and ducts unless specifically allowed for in the specification herein.*
3. *Bath/Shower Room. Fitting includes labour, copper and B.S. standard waste/fittings only. All fittings are as standard, should the customer choose to supply a superior item/fitting these will be installed at no additional cost - however, no reduction in cost will be given for the standard fitting. Installation of surface mounted taps, shower units, vanity units, hydro jets, macerators and shower screens will be surcharged at the company's discretion.*
4. *Bath/Shower Room. Due to the increasing number of options available a quotation will be provided by the plumber on site for the installation of the shower screen.*
5. *The Customer is responsible for paying all fees for any applications and/or building notices directly to their local authorities as required. The Company will advise accordingly of the fees payable and will on the customer's behalf, prepare all necessary supporting paperwork. Where applicable, if parking restrictions apply. Client to provide permits or cover cost of same for the duration of the works.*
6. *The acceptance of this order is subject to any necessary consent required under the Planning Acts or any applicable by-laws or building regulations being forthcoming. Any additional work required in order to comply with such consents, by-laws and/or building regulations carried out by the Company pertaining to this order but not specifically included on the order, is to be paid for separately and not as an inclusive figure unless agreed by the Company. Unless expressly agreed in writing by the Company, responsibility for obtaining all necessary consents and permissions rests with the Customer.*
7. *NOTE: Any additional works added during the course of this agreement will negate the agreed build time.*
10. *Whilst every Endeavour will be made at time of construction to achieve the room and window sizes as shown on the approved plan or order, the Company cannot be held responsible for any alterations considered necessary on site due to structural or other reasons. The Company cannot accept any variation in the final price unless previously agreed.*
11. *Delivery and Completion Date. Every Endeavour will be made to deliver within any agreed period.
Delivery and completion promises are made in good faith but time shall not be of the essence in this regard and the Company cannot be held responsible for reasonable consequential loss arising from any delay of any nature.*
13. *Should the Customer purport to cancel this Contract or be in breach of any of the provisions thereof arising from this order after the Company's surveyors initial survey has been carried*

out then the Customer will be liable to pay for all expenses and loss of profits incurred by the Company.

13 a. Domestic Customers: You have a right to cancel this contract during a period of 14 calendar days from the day this notice is sent or given to you. During that period if you choose to cancel the contract any money paid by you will be refunded. However, if you have already given written approval for the work to begin before the end of the cancellation period you may be required to pay for goods or services already provided.

If you wish to cancel the contract you must do so in writing and deliver personally or send (which may be by electronic mail or post.) this to the person named below. You may use the form below if you want to but you do not have to.

The notice of cancellation is deemed to be served as soon as it is posted or in the case of an electronic communication from the day it is sent.

Complete, detach and return this form only if you wish to cancel the contract:

Customer Cancellation Notice

Name of customer:

Address of customer:

I/we hereby give notice that I/we wish to cancel my/our contract dated:

Customer Signature:

Date:

This notice should be sent to:

Name: Managing Director, Lancaster Estate Contractors Limited

Address: 19 Ambassador Court, 17-19 Craven Terrace, London, W2 3QH

Email Address: info@lancasterec.com

Contract Ref: Ash Malik

14. The Customer shall pay the stage payments referred to in the Contract and Specification at the various stages defined in the payments schedule, time being of the essence. All payments are to be received in cleared funds by the Monday of the week in which the works are to commence – as per the agreed payment schedule. Any delays in the payment may result in the cessation of works until cleared funds have been received. Any further payments will be required to be paid by bankers draft or cash. Please note that this will affect finish times.

15. *The agreed Contract price is guaranteed for a period of 14 days. The Company reserves the right to a reasonable increase in the contract price should the works commence on site after that period, with the contract remaining valid.*
16. *The Company reserves its title in all materials delivered on site and in the event of the Customers failure to make any one or more of the stage payments previously referred to, the Company reserves the right to withdraw all materials, tools and labour from the site without prejudice to the Company's rights to damages arising out of this Contract and Specification.*
17. *Damage incurred to existing ceilings/cornices immediately below the working area, or resultant damage, is not the responsibility of the Company, except in cases of clear negligence or where ceiling/cornice replacement is specifically included in the Agreement.*
18. *Existing carpets leading to the new stairway or working areas may deteriorate during building.
Customers are advised to remove these for the duration of the works. Proprietary carpet covers are available from the company on request. However no responsibility is accepted for damage if carpets remain in place.*
19. *The customer must remove all furniture from the area of building works, in the event of furniture being affected in any way during the build the Company will not be responsible for the damage caused.*
20. *During the course of your works The Company will require access/usage of your garden for storage and general building needs. Whilst every precaution will be made to keep any potential damage to a minimum, due to the nature of the work The Company accepts no liability or responsibility for any damage to plants and borders – except in cases of clear negligence.*
21. *Unless specified by the customer prior to commencement an appropriate area will be used. The Company will respect your property and will ensure that the working site remains a safe and healthy environment at all times.*
22. *In the event of the Customer's own plans being supplied to the company and being inaccurate, the Company's standard contract specification takes precedent over plan detail, except such detail specifically noted on this agreement. Primary communication is to be between the Customer and the Company and not with any third party. All costs incurred by the Company as a result of any defects in said plans, are chargeable.*
24. *All bathroom sanitary ware taps and fixtures for the purpose of fitting must be on site prior to commencement of works and delays caused by failure to provide such goods will be charged at the daily rate which is currently £220.00.*
25. *Payment of the sum of money specified in the Contract shall be immediately due upon the completion of the installation. Payment may be made either by cash or by cheque made payable to the order of Lancaster Estate Contractors Limited, and to no other person or persons. If the payment of the said sum is not made within 14 days of the due date the Company shall be entitled to charge interest at 1% per month compound, calculated daily on outstanding sums from due date until payment.*
26. *Disputes between the parties to this contract to be referred to a single arbitrator, as agreed between the company and consumer. If the parties fail to agree an arbitrator, then the President of the Chartered Institute of Arbitrators may nominate one at his discretion.*

27. Arbitration, whilst preferred in this agreement, need not apply in disputes in any claim not exceeding the amount specified for the purpose of section 91(1) of the Arbitration Act 1996.
28. The Customer will give access to the premises to the Company, its servants and workmen at all reasonable times so that the Company may complete the installation in accordance with the Contract and Specifications.
29. If special circumstances and/or abnormal circumstances regarding the Loft/Building area conversion are encountered which prevent the completion of works The Company may complete the installation in accordance with the Contract and Specifications.
30. No omission by the Company, whether by way of indulgence or otherwise failure or delay to promptly enforce the Company's rights hereunder shall be construed as waiver of the Company's rights.
31. The Company accepts no liability or responsibility for compliance with terms, conditions, provisions or requirement of any freeholder, rent charge owner or mortgagee all of which shall be solely and expressly the responsibility of the Customer.
32. The Customer warrants and confirms that the property at which the works herein specified are to be carried out is not in multiple ownership or occupation and that the Customer is the legal owner of the property.
34. In the event of plans being supplied by the Customers own architects/engineers it is agreed that the Contract price is based on these plans, specifications and calculations and specifications written in this contract- any changes or amendments made by either the Customer or the Local Authority Inspector are chargeable. The Customer will be notified prior to works being carried out.
35. GUARANTEE - Should any defects due to faulty workmanship appear within 12 months, such defects will be made good by us free of charge. The Company does not accept liability for consequential damage caused by such failure.

Guarantee Terms

***The below text is taken directly from our standard guarantee**

1. Lancaster Estate Contractors Ltd, hereinafter referred to as "The Company" hereby GUARANTEES that, save as hereinafter provided or as provided in the Company's standard Terms and Conditions of business applicable at the date of the Client's acceptance, in the event of the person entitled to the benefit of this Guarantee notifying the Company in writing within a period of 1 year from the date of completion of the work.
 - (i) any actual work carried out by the company or
 - (ii) any recurrence of damp rising from the ground in any of the walls in which an installation for the cure of such damp was provided by the Company, the Company, upon production of this Guarantee and all original relevant survey reports, quotations, specifications, drawings, plans and receipted invoices, with any amendments thereto issued by the Company (photocopies will not be accepted), will arrange for these timbers or walls to be inspected at a mutually convenient time upon payment by such person of the Company's then current inspection fee, provided that the continuance or recurrence complained of is of a kind against which the Company carried out treatment in the area in which such continuance or recurrence has taken place.
2. If upon such inspection it appears to the Company that the treatment carried out by the Company was in any way defective so as to have resulted in the matters complained of, the Company will carry out, without further charge, such further work as shall to the Company appear to be necessary to remedy such defects and will reimburse in full the inspection fee paid.
3. This Guarantee does not cover any loss (including consequential loss see 9 below) or damage sustained by the person entitled to the benefit of this Guarantee save as set out in 2 above, whether caused by the Company's negligence or otherwise.
4. This Guarantee shall be of no validity or effect and shall be unenforceable against the Company in any one or more of the following circumstances:

- (a) Where the person entitled to the benefit of this Guarantee does not give written notice of the claim under this Guarantee to be received by the Company within three months from the date upon which the existence of such a claim could, with the exercise of reasonable diligence by a continuous occupier of the affected premises, have been discovered;
 - (b) Where all Associated Building Works advised or recommended by the Company prior to, at the time of, or subsequent to, treatment carried out by the Company were not fully carried out effectively with good and proper materials and in a workmanlike manner by the Client's contractor, within 12 weeks of the said advice or recommendation proof of which shall be by dated specifications and receipted invoices of the Client's contractor;
 - (c) Where the Client failed to pay the full price of the contract and any properly payable additional costs, and any interest due within six months of the date upon which the same fell due;
 - (d) Where the property has not been kept in a good and proper state of maintenance including, by way of example only, maintenance of rainwater goods and disposal systems, soil and waste disposal, hot and cold water systems, internal and external ground levels relative to damp-proofing courses and internal floor levels, adequate subfloor through ventilation and general structure of the property;
 - (e) Where the moisture content in any timber treated by the Company has been allowed to exceed 20% at any time subsequent to the treatment by the Company;
 - (f) Where any recommendation given by the Company has not been complied with, whether such recommendation was given in the Company's report/quotation, or by separate leaflets or orally during the treatment or otherwise, relating to Re-plastering and Rendering Specifications or any details which are the Client's responsibility;
 - (g) Where, subsequent to the completion of treatment by the Company, there has been any disturbance to the works carried out by the Company, whether by way of attempted repairs, structural alterations, settlement of the building or otherwise.
5. This Guarantee is to be read subject to, and is limited by, the Company's standard Terms and Conditions of business current at the date of the Client's acceptance of the Company's offer to carry out the treatment which shall be deemed to be incorporated herein. In the event of any ambiguity or uncertainty arising the Terms and Conditions, this guarantee shall apply.
6. For the purposes of this Guarantee and the Contracts (Rights of Third Parties Act 1999), the person entitled to the benefit of the rights conferred by this Guarantee shall be the owner from time to time of the Property ("the Relevant Third Party") provided always that the Relevant Third Party acknowledges and agrees that its rights under this Guarantee shall be subject to the terms and conditions set out in this Guarantee.
- N.B.** It is the responsibility of the client to pass over ALL the original documents that the new owner may require in the event of a claim arising.
7. The Company shall be entitled in any action or proceedings by any Relevant Third Party to rely on any term in the Guarantee and to raise any equivalent rights in defence of liability as it would have against the Client or any previous Relevant Third Party. Furthermore, the Relevant Third Party agrees that it will be bound by any previous acts, omissions or default of the Client or any previous Relevant Third Party.
8. All consequential losses are excluded from this Guarantee, and for the purposes of this Guarantee consequential loss means any indirect, special or consequential damages or losses suffered or incurred by the Guarantee holder and for the purposes of this guarantee indirect, special or consequential damages or losses shall include, but not be limited to damages to or losses of data, furniture or equipment, economic loss or damage, damage to or loss of profits, interest, business revenue, anticipated savings, business or goodwill, any losses costs or expenses which are not directly incurred by the Guarantee holder wholly in respect of or which are additional to the remedial work for which indemnity is provided by this guarantee, the costs and expenses of any redecoration, repainting or re tiling work, the costs and expenses of removing and/or replacing any cupboards, carpets or other furniture, or any other fixtures or fittings and the incurring of liability for losses or damages of any nature whatsoever suffered by third parties (including in each case incidental and/or punitive damages), even if the Company is advised in advance of the possibility of any such losses and/or damages;
9. In the event of you wishing to make a claim under this guarantee, a fee (at the rate prevailing at the time of the claim) is payable and the following ORIGINAL documents must be produced by you:
- (a) Report(s), estimate and any drawings or plans relating to it
 - (b) Receipted invoice or proof of payment
 - (c) This guarantee
- If the claim is justified, your payment will be returned in full. If your claim cannot be processed due to incomplete documentation or you decide not to pursue your claim, then an administration fee (at the rate prevailing at the time of the claim) will be deducted and the balance will be refunded.
10. In the event of a dispute arising under this guarantee as to the amount to be paid or the work to be performed the dispute may by agreement between the parties be referred for determination by an expert chosen by mutual agreement between the parties. If the parties are unable to agree on an expert within 7 days after the request by one party to another or if the expert agreed upon is unable or unwilling to act either party may apply to the Chief Executive of IGL for the appointment of a suitably qualified and experienced expert for the dispute in question.
36. All materials used will be in accordance with the current B.S. specifications where applicable and the benefit of any special manufacturers' guarantees will be available to the Customer.
37. The above guarantee expressly excludes defects caused by building movement, inherent faulty

design of the existing structure, extreme weather and other conditions beyond our control and is conditional on all contractual terms/payments being adhered to in full by the Customer.

- 38. Without prejudice to the Company's rights to recover sums due under this agreement the new room/s shall not be occupied, used or decorated until the customer has signed the completion certificate supplied by the Company. Any occupation, use or decorating of new room/s will be taken to signify that the customer is satisfied that the work has been completed satisfactorily, and final payments become immediately due.*
- 39. The Company will supply skip lamps and ample supplies of paraffin oil or batteries as necessary. The Customer shall, each and every night the skip is on site, make sure that the lamps are lit in accordance with The Highways Act 1980. The skips are for the purpose of materials deposited from the contract address, the Customer will not permit depositing from any third party the granting of which will be charged at the full rate.*
- 40. In the event of the Customer choosing to extend or relocate their central heating systems no liability is accepted for problems arising from their existing system as a result of such additions, or the nullification of existing guarantees.*
- 41. In the event that final steel calculations indicate the requirement for additional transport or equipment other than standard, the Company reserves the right to charge additional sums.*
- 42. The Company accepts no liability for additional costs or expenses incurred or problems arising through any faults or deficiencies with the existing electrical installation and reserves the right to charge additional sums should it be deemed necessary by the Company electrician for wiring directly to the main consumer unit, or to carry out such other works he deems necessary to overcome existing faults or deficiencies unless such a charge has already been specifically included in the Contract. Where any electrical installation work is carried out we will only make good, where disturbed, with plaster only- no allowance has been made for redecoration*
- 43. The Company accepts no liability for any interference or loss of reception to any satellite equipment due the erection of any scaffolding at your property. The Customer is responsible for the moving / repositioning of any such equipment, at any time, during the course of your works.*
- 44. When a new structure is built on or into the common adjoining wall/s of a property a Party Wall Agreement is required. It is the responsibility of the Customer to obtain the award, whether formal or informal and settle any associated fees. The Company will advise on request.*
- 45. Portaloos will be supplied upon application. The Customer will notify neighbors and make available suitable sites which will not interfere with the Companies ability to carry out the works.*
- 46. Foundations, the Company will allow unless stated in the drawings supplied, foundations of 600mm wide by 1000 mm deep. In the event of the local authority requiring additional depth The Company will charge £300.00 per Cubic metre (m3).*
- 47. Prior to the commencement of Works the Company will request relevant approvals with the Customer for the usage of Banners and other promotional materials to be displayed during the terms of this agreement.*
- 48. No allowance has been made to refix/renew skirtings or to carry out redecorating. Skirtings should not be fixed with nails; we recommend use of 'Gripfill' or 'No Nails' adhesives to fix to new plaster. Client should refer to our company's plastering specification with regards to decorating, following our works.*

49. *Client-Please Note Where plug sockets or light switches are situated within the work area removal and reinstatement will be dealt with within the scope of our works. Any renewing of these items would be subject to an addition costing.*

Whilst we try to give a detailed report of our findings, it may not always be possible to do so where timbers or walling are obscured or are inaccessible for some reason. Therefore, if during the course of the works our operatives discover any defects not recorded in the report or on the plan then, this would be subject to a supplementary report and estimate.

Where applicable, unless otherwise stated within our report, no allowance is made to remove, replace or renew any fitted units, carpets or other fittings. Any removal of units, other fittings or furnishings to be carried out by client prior to our arrival.

N.B. Where our operatives will be drilling into or removing material from either a wall or floor, it is the client's responsibility to inform the company of the location of any hidden pipes or wiring within the area. In the event that the client does not furnish us with this information the company will not be held responsible for any damage caused Failure to supply the above information could expose our operatives to the risk of injury. In the event that a hidden pipe or electric cable is punctured, the company reserves the right to call in an emergency plumber or electrician to undertake any repairs and look to the client to cover any incurred costs.

Work commencing prior to the expiry of the cancellation policy.

I/we agree that (insert name)

*May commence work on (date), before my
cancellation period has expired.*

*I understand that if I decide to cancel within fourteen working days, I may be
asked to pay for any work that has
Been done prior to my cancellation.*

Signed:

Date:

