



Mobile: 07780004007
Lenny@Hamiltonwalters.com
www.hamiltonwalters.com

Terms & Conditions of Contract

Dated:

1. The estimate we are providing is based on the information that we have been supplied and/or any relevant plans. It relates to the works requested by the client to whom the estimate is addressed and is in respect of the property indicated. On receipt of working drawings we reserve the right to alter our estimate if the detailed information varies from the original enquiry.
2. This estimate will remain open for acceptance for a period of 28 days from the date there on. If the estimate should be accepted a written contract will be set up between HamiltonWalters Carpentry & Building and the client.
3. This estimate is based on the visual inspection and assumed condition of the land/building, unless stated otherwise with evidence of a written description or detailed plans from the structural engineer or architect. Any change to those conditions found to exist as work proceeds may result in additional charges to those initially indicated and HamiltonWalters Carpentry & Building will not be held liable.
4. The client, in accepting this estimate, agrees to HamiltonWalters Carpentry & Building carrying out the described works on his/her property, and he/she shall make reasonable provisions to protect his/her fixtures and fittings not subject to the described works and other possessions left in the property whilst the works are undertaken. The client shall also make safe, suitable and uninterrupted access.
5. This estimate is based on the work being carried out during normal working hours. Should weekend, holiday or other extraordinary hours be required the client may incur an additional costs for this.
6. Any changes or alterations to the estimated works or to the materials requested by the client may result in an alteration to the costs. All additional works instructed to be carried out during the course of works will be subject to additional charges based on day rate basis and any extra materials will be charged accordingly.
7. This estimate is subject to the availability of materials, plant and labour at the time required. Liability cannot be accepted for delays or their effects either whole or part to causes out of our control.
8. The estimate provided is based on known costs for materials etc., at the time of preparation. Occasionally the building trade experiences sudden price increases. Whilst we aim to keep within the estimated costs, we may be forced to increase charges when situations like this occur. We will notify the client of any such increases.
9. Where present, it will be assumed that the supply of water, electricity and toilet facilities will be made available for the use of all workmen on site. If not an additional charge may be made to provide these services to comply with health & safety.



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10. This estimate is based on the information given with the enquiry on all services either underground or above. We would expect the client to be in receipt of all service drawings and all services located prior to any excavation taking place. No liability of damage to services will be paid by HamiltonWalters Carpentry & Building.

11. HamiltonWalters Carpentry & Building shall not be held liable for any works undertaken at the client's instructions if that work requires planning or other consents, which the client has not obtained. It is the responsibility of the client to apply for and pay all appropriate fees, for such consent prior to the commencement of works.

12. HamiltonWalters Carpentry & Building aims to carry out works to a very high standard and in accordance with current legal and building regulations. Any changes to the regulations, which were not in existence at the date of this contract, HamiltonWalters Carpentry & Building will not be liable for.

13. All visitors to the site where works are being carried out including owners of the property do so at their own risk. HamiltonWalters Carpentry & Building will not accept any liabilities for injury should an accident occur.

14. Payment terms:

A payment plan will be agreed upon and signed by the client and ourselves before any work commences and a deposit of 15% will be required before start date.

15. Terms of final payment are strictly 15 days from the date of invoice. Late payment may result in an interest charge calculated on a daily basis and/or a statutory demand being issued. If you do not apply to set aside within 18 days or otherwise deal with this demand as set out in the notes within 21 days after its service on you, you could be made bankrupt and your property and goods taken away from you.

16. Any disputes with the invoice must be raised in writing within 7 days of the date of invoice. Failure to do this will result in the full invoice amount being made payable.

17. Retention of title - We remain the owner of all goods supplied until such time as these and all other sums owed by the buyer to the seller are paid in their entirety. This contract is to be terminated immediately upon client insolvency and payment for any goods to become immediately due and payable.

I hereby agree to the terms and conditions stated.

Customer Signature:.....

Customer Name
(Printed):.....

Date:.....

Signature for and on behalf of
HamiltonWalters Carpentry & Building:

.....

Name (Printed):.....

Date:.....



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Early Start and Cancellation Rights

This is to explain your rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. The law says we have to give you this information.

Under the Regulations, you have the right to cancel this contract within 14 days of making it, without giving any reason.

For all purposes at law, the contract between us is not made until you have agreed these terms, in hard copy, and we have agreed in writing to provide the services you want.

Whether or not you have paid any money to us at that time is relevant neither to the start of the contract nor your right to cancel.

How to instruct us to start immediately

If you want us to start sooner than 14 days away, please complete the form below.

You can give this to us by hand or post or by email, but we must have it in writing. You may cut or tear off the form below or you can use your own words as long as your intention is clear.

In the meantime, we will contact you to confirm the contract between us and await 14 days before we start your work.

If you want to cancel later, whether or not you ask us to start work immediately, you may cancel this contract at any later time. To exercise this right to cancel, you must tell us you want to cancel. You must do this by a clear statement sent to us by post or e-mail to the address mentioned below:

Address: 6 Pembury Road, South Norwood, London, SE25 4UR

Email: Lenny@hamiltonwalters.com

You may use the attached model cancellation form, but you can use your own words as long as your intention is clear.

If you cancel, you will save money only insofar as work has not been done. You must still pay us for materials and work done, even if you have had no benefit from it at the time when you cancel.



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To: Lenny Hamilton Walters
6 Pembury Road
South Norwood
London
SE25 4UR
Lenny@Hamiltonwalters.com

Request to Start Work

I / We hereby give notice that we would like you to start work (agreed in the contract) shortly we sign the agreement.

I / We confirm that you have explained that by signing this form we will lose our right to cancel our contract within 14 days.

I / We instruct you to start working for us as soon as you can.

Instructed on:

Client name:

Client address:

Signature: (If not via internet, signature must be on paper or in email message)

.....

Date:



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To: Lenny Hamilton Walters
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South Norwood
London
SE25 4UR

Model Cancellation Form

I/We hereby give notice that I/we cancel my/our contract for the work agreed in the signed agreement dated:

Client name:

Client address:
.....
.....

Signature: (If not via Internet signature must be on paper or in email message),
.....

Date: