

T GREENSTREET BUILDING LTD

TERMS AND CONDITIONS

Please read our Terms and Conditions carefully.

1. Definitions: 1.1 Contractor: The 'contractor' is T Greenstreet Building Ltd.

1.2 Client: The 'client' is a person or entity seeking goods and/or services from the contractor.

1.3 Estimate: An 'estimate' is a formal offer made by the contractor to the client within a hard copy or electronic document, headed with the title 'Estimate' or 'Estimation', no other document is intended to be an offer and is not recognised or may be relied upon as such. An estimate is an estimation of cost, not a definitive quotation and may be subject to variation or change.

1.4 Contract: A contract with T Greenstreet Building constitutes an offer by the client, to purchase goods and/or services in accordance with these terms and conditions. The client is deemed to have read and satisfied themselves of the accuracy and content of the contract offer in terms of specification, charges, price and meaning of terms and descriptions as outlined in an 'Estimate' document headed and conspicuously identified as an 'Estimate' or 'Estimation' provided by T Greenstreet Building Ltd. The client acknowledges that they have not relied on any statement, promise, representation, assurance warranty or offer which is not set out in a document supplied by the contractor titled 'Estimate' or 'Estimation'.

2.1 Estimates: All costs and timescales are an estimation, made to the best of our ability at the time of producing your estimate. We make every effort to follow the original costs and timescales given, but these may change or increase due to unforeseen circumstances. Any necessary changes to the details provided in the estimate will be discussed with the client at the earliest opportunity.

2.2 Work will commence only after the client has approved the estimate electronically. T Greenstreet Building Ltd is not liable for errors in the estimate that are not indicated by the client prior to approval. The client is responsible for any additional labour and / or materials costs incurred in correcting such mistakes after the estimate has been approved.

2.3 In the event of unforeseen difficulties arising, or any other circumstantial changes, the estimated cost may be revised to reflect the situation at hand before or after commencement of work. This may incur a charge.

2.4 T Greenstreet Building Ltd will provide an estimate for any given project free of charge, in the first instance. If the client subsequently decides to change the scope of the project which requires a second estimate, or significant changes to the original estimate, this will incur a charge.

2.5 Electronically accepting a written estimate or estimation from T Greenstreet Building Ltd and agreeing to the commencement of works will allow these terms and conditions to come into effect. By way of an electronic acceptance of an estimate or estimation by the client for

products, goods and or services [with or without an accompanying deposit payment], the client enters into a contract with T Greenstreet Building Ltd [separate and distinct from any associated contract entered into between the client and T Greenstreet Building Ltd] comprising of an offer to the client, due consideration of the offer by both or all associated parties and acceptance of the offer by the client. To this extent this contractual agreement, and acceptance of the agreement by the client, cannot be superseded by any other agreement or contract either written or verbal, signed or unsigned, as this instrument contains the entire agreement of the parties with respect to the subject matter hereof and there is no other promise, representation, warranty, usage or course of dealing affecting it. To this end any 'previous agreements clause' of any subsequent contractual document, whether signed as part of a later written contract with the client or not, will not be accepted as a variation in or to this original contractual agreement.

2.6 The client or T Greenstreet Building Ltd may withdraw from the estimation offer prior to commencement of works without sanction or penalty. However, any deposit paid by the client will not be refunded.

2.7 Any document produced by T Greenstreet Building Ltd without the heading 'Estimate' will not be recognised or accepted as a valid offer of estimation and will not form a contract.

3.1 Planning & design: Further to the request for an estimate from a client, we will in turn make a request for the client's requirements such as architectural plans or other design, product requirements, style, proportions, measurements, required materials, and any other requirements of design such specification of windows, doors, flooring, tiles, finishing, woodwork and carpentry specifications and all other aspects of design. The client is responsible for providing this information to enable the estimate to be as accurate as possible.

3.2 If the client provides plans, extra information or makes design requests after the estimate has been agreed then the estimate may need to be amended. The client remains responsible for any extra costs incurred in this way.

3.3 The client, the client's architect or agent is responsible for any architectural design, product design, or any other design or associated scheme.

3.4 T Greenstreet Building Ltd is not responsible for any errors in architect's plans or any resulting increases to estimated labour or materials costs. The client remains responsible for any extra costs incurred in this way.

3.5 The client shall be entirely responsible for their own design requirements and design specification in terms of performance, workability and fitness for purpose. T Greenstreet Building Ltd can assist in the process of design, by sharing of experience and the like, on the understanding that our company will bear no responsibility for the workability, fitness for purpose or any other outcome or eventuality concerning the end design.

4.1 Extra work: If, once the work is underway, the client wishes for any additional work or 'extras' to be carried out, which is not included in the original estimate, then the client will either a) request an additional estimate, or b) accept to pay for the work on a day-rate basis

for the labour. Materials are at extra charge (+ VAT). Extras will only be undertaken further to both full discussion with the client, and, verbal or written agreement, and charged at a rate of maximum £300 per day per worker, rate dependent on skill level. Workers will be assigned to carry out extras work according to availability. Day rate work is charged in units 0.5 of a day, with a minimum charge of 0.5 days. The final charge for extra labour per worker will comprise the total number of hours taken to complete the job, rounded up to the nearest 0.5 of a day.

4.2 T Greenstreet Building Ltd may not have the availability to carry out additional work, and therefore cannot guarantee to carry out work that was not included in the original estimate.

5. Materials: T Greenstreet Building Ltd endeavours to source the most suitable and best quality materials to complete any given job. ALL materials costs will include a mark-up. This covers time and expertise spent sourcing and ordering materials, time spent discussing options with clients, time and fuel expenses collecting materials, time spent processing materials invoices and payments, time spent negotiating the best prices with suppliers and all associated overhead costs. Customers will not be given discounts on materials and should not expect to pay cost price for materials. If the cost of materials is an issue, prior to any materials being purchased, the client may request T Greenstreet Building Ltd to investigate sourcing a cheaper alternative.

6. Workers: The main contractor, T Greenstreet Building Ltd, may employ both direct and sub-contracted labour to work on site. Each individual contractor takes full responsibility for their own third party liability. The main contractor will oversee all works to completion and takes full general and operational responsibility in the running of any contract agreed with the client.

6.1 Working Arrangements: All costs estimated are calculated on the basis of free access and unimpeded working during our normal working hours unless otherwise agreed. The working hours will fall within 8 am – 6 pm Mon – Fri, Sat 8 am – 1 pm, however the client should not expect work to be carried out for the full duration of these hours.

6.2 Both contractor and client to agree practical arrangements on working methods that provide minimum disruption to the client and allow work to be carried out efficiently by the contractor.

7. Access: Free access to site is required for delivery of building materials, plant, machinery and skips etc. Sites with difficult access may incur extra charges.

8.1 Company property: All tools, equipment, building and other materials provided by the main contractor or their sub-contractors remain the property of T Greenstreet Building Ltd until full and final payment is received via bank transfer. Unless otherwise agreed in an estimate (or other written document), surplus building materials, waste materials and off cuts etc remain the property of T Greenstreet Building Ltd or our subcontractors or our suppliers. After final payment the client takes ownership of the materials used to carry out the work only.

8.2 Access to the site for collection of used or unused building materials, tools, equipment and plant etc by T Greenstreet Building Ltd remains in place until full and cleared final payment is received.

9. Payment: Payment can be made via bank transfer. Bank transfer details can be found at the bottom of your invoice. Payment in full is due upon completion of the contract and presentation of the associated invoice. Part payments, interim payments and deposits will be agreed prior to commencement of works or during the contract duration. Interim payments and final payment on completion of a contract is not reliant on the presentation of completion certificates with respect to ELECSA, GAS SAFE or Building Control Completion Certificates as they are subject to third party administration by the Local Authority etc. If a payment is not paid in full according to an agreed payment schedule T Greenstreet Building Ltd reserves the right to terminate the contract and will recover all monies and costs owed by the client.

10. Insurance: Public Liability Insurance is provided up to the sum of £1,000,000 and Employer's Liability up to the sum of £10,000,000 by Caunce O'Hara – Policy number RTT269456-3168185. All usual general building practices are covered within our insurance policy.

11. Data protection: All client information is retained in accordance with the Data Protection Act 2018 and all personal and other client details will remain confidential.

12. Guarantees: All clients will benefit from a full guarantee on our workmanship for a period of 12 months, the guarantee covers new build work only and does not apply to repair work, renovations, restorations, refurbishments, and alterations carried out unless agreed in writing before the start of any contract. Repairs to buildings, roofs, infrastructure or any existing workmanship or related materials are not covered by our guarantee. Guarantees on materials run in accordance with manufacturer's warranty periods where applicable. Our guarantee covers all new work and new materials used in construction but does not guarantee the integrity of any existing structures, materials or decorations. New build structures only (roofs, flashings to new roofs and new vertical brickwork joints to existing masonry) are covered by our guarantee against water ingress, ingress of water through existing structures are not covered by this guarantee. Subsidence issues (sinkage below slabs, subsidence below new or existing foundations or movement of foundations or floors etc) are not covered within our guarantee agreement. In the event of a failure beyond the guarantee period we will be happy to investigate the cause and negotiate a solution to the problem without delay (if it is found that our company is wholly responsible for the failure) and carry out any agreed repairs as soon as possible. Charges may apply for remedial work carried out beyond guarantee dates or to items not covered by our guarantee. Decorations are signed off on completion and not covered by guarantee.

13. No responsibility is taken by the contractor for the presence of perished, infested or rotten timber (or any other perished, rusty, infested or rotten materials) in existing structures such as doors, constructional or other timbers, windows and frames whether detected or undetected at the time of contract.

14. Protection of existing surfaces (floors, carpets, curtains, doors and furniture etc). Whilst we endeavour to protect existing surfaces with the use of dust sheets and loose plastic sheeting etc along with care in our working practice, responsibility for protection from damage of any existing surface or fabrics etc is the responsibility of the client. Arrangement can be made to put in place protection of existing surfaces, over and above our basic cover, at a negotiated additional cost.

15. Building Control: Inspections and other related issues concerning the Local Authority Building Control Department can be managed by T Greenstreet Building Ltd if requested by the client in advance and details of these arrangements are confirmed in writing by both parties. Payment on completion of a contract is not reliant upon presentation of Building Control Completion Certificates as delays are sometimes possible due to Local Authority administration issues.16/11/2022

16. Discounts and retentions: Prices are based on the understanding that no retentions are held unless previously arranged and authorised. No main contractor or sub-contractor discounts are given unless agreed and confirmed in writing.

17. Waste: Builder's waste is deemed to be waste generated by the contractor whilst carrying out building works and includes materials taken down or demolished by the contractor, this material can be used by the contractor or client for hardcore or masonry infill etc if suitable for the purpose. All on site or road side skip contents remain the property of T Greenstreet Building Ltd until collection by the skip company.

18. Contract Termination: T Greenstreet Building Ltd reserves the right to terminate an agreed contract if the client is in breach of these terms and conditions.

19. T Greenstreet Building Ltd will endeavour to employ a helpful attitude at all times and will always attempt to bring the building works to a satisfactory conclusion as soon as possible taking into account weather conditions and availability of specialist materials and unforeseen circumstances etc.