



## **Harlequin Building Company Terms & Conditions**

Please read through our Terms and Conditions and feel free to voice any issues that may arise. If you have any specific instructions you'd like us to follow while working on your project these can be discussed with your project manager.

### **General:**

1. Our Estimates are produced with as much detail as possible to avoid any misunderstandings. If something is missing that you would like included, please let us know and we will revise the Estimates accordingly. Any additional works found necessary are to be agreed with the client and a separate revised or extra estimates provided upon request from the client
2. Working arrangements: all price Estimates are calculated on the basis of free access and unimpeded working during our normal working hours (8am-4:30pm, Mon-Fri), unless otherwise agreed.
3. Both contractor and client agree to practical arrangements on working methods that provide minimum disruption to the client and allow work to be carried out efficiently by the contractor.
4. Free access is required for delivery of building materials, plant, machinery and skips etc.
5. All building and other materials provided by the main contractor or their subcontractors remain the property of Harlequin Building Company until full and final payment is received via Bank Transfer. Unless otherwise agreed in an Estimate (or other document), surplus building materials, waste materials and off cuts etc remain the property of Harlequin Building Company, our subcontractors or our suppliers. After final payment the client takes ownership of the materials used to carry out the work only.
6. Access to and collection of used or unused building materials, equipment and plant etc remains in place until full and cleared final payment is received.

### **Process:**

7. Accepting an Estimate in writing and agreeing to the commencement of works will allow these terms and conditions to come into effect. The client of Harlequin Building Company may withdraw from the Estimate offer prior to commencement of works without sanction or penalty however any deposit paid by the client will be used to pay for any bespoke materials ordered on the clients behalf and any bespoke materials under these circumstances will be forwarded to the client to include delivery costs.

8. The main contractor being "Harlequin Building Company" may employ both direct and subcontract 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 take full general and operational responsibility in the running of any contract agreed with the client.
9. A "contract" with Harlequin Building Company is an agreement by the client to have work undertaken based on a written Estimate headed "Estimate" submitted directly to the client on an official Harlequin Building Company letterhead and is a clear and straightforward undertaking between the two parties to form a contract. An informal verbal estimate, verbal or written price guide received by the client or any other document, in this context does not amount to the formation of a contract.
10. Insurance - Public Liability and Employers Liability: Public Liability Insurance is provided up to the sum of £5,000,000 and Employers Liability up to the sun of £10,000,000 by Covea Insurance - Policy Number B1811320063359. All usual general building practices are covered within our insurance policy.
11. All client information is retained in accordance with the Data Protection Act 2018 and all personal and other details will remain confidential.
12. In the event of unforeseen works arising, or any other circumstantial changes, the Estimate price or estimated cost may be revised to reflect the situation at hand before or after commencement of work.
13. Guarantees: All customers will benefit from a full guarantee on our workmanship for a period of 12 months. 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 or repairs, 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 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.
14. No responsibility is taken by ourselves for the presence of perished or rotten timber (or any other perished or rotten materials) in existing structures such as doors, windows and frames whether detected or undetected at the time of contract.
15. Extras will only be undertaken further to both full discussion with the client, and, verbal or written agreement, and charged at the agreed rate.
16. While we take care to protect surfaces (e.g., floors, carpets, and furniture) using dust sheets and plastic sheeting, the client is responsible for ensuring adequate protection. Additional protective measures can be arranged at an extra cost.
17. Building Control: Inspections and other related issues concerning the Local Authority Building Control Department can be managed by Harlequin Building Company if requested by the client in advance and details of these arrangements are confirmed in writing by both parties. Payment on completion of a contact is not reliant upon

presentation of Building Control Completion Certificates as delays are sometimes possible due to Local Authority administration issues.

18. Contract duration: An approximate duration time for work to be carried out can be found on our Estimates. The 'Contract duration' is to be used as a guide only and will not affect the agreed contract price i.e. if a contract takes longer than expected no extra charges will be levied unless previously agreed and conversely if good progress is made and a contract takes less time to complete than expected, the client should not expect to receive a discount.
19. 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.
20. We 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

### **Payment:**

21. Payment can be made via 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 may be agreed prior to commencement of works or during the contract duration. A deposit is not usually required however arrangements may be made for a deposit in respect of the acquisition of bespoke or high value materials. Interim payments and final payment on completion of a contract is not reliant on the presentation of completion certificates as they are subject to third party administration by the Local Authority etc.