

BUILDING SERVICES (B2B) TERMS AND CONDITIONS (B2B)

BACKGROUND:

These Terms and Conditions shall apply to the provision of building services by <<Insert name of Builder>> or <<Address of Builder>> to customers that require their building services.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the meanings:

“Agreement”	comprising an agreement in the form of the Agreement attached hereto as Schedule 1 and is subject to, these Terms and Conditions and the Quotation which the Parties will enter into upon the acceptance of the Quotation;
“Agreed Date”	the date of the provision of the Services as agreed by the Parties [as set out in Schedule 1];
“Agreed Times”	the times at which the Parties shall agree upon the provision of the Services and the Parties shall have access to the property or premises for the Job [as set out in Schedule 1];
“Business Days”	days (other than Saturday or Sunday) on which the Parties are open for their full range of services at the Insert location>>;
“Confidential Information”	information which is disclosed by one Party to the other Party pursuant to or in connection with the Agreement (whether orally or in writing, in any medium, and whether or not the information is stated to be confidential or otherwise protected by law);
“Customer”	the person or entity that requires the Services subject to the Terms and Conditions and the Agreement, being a natural person or a legal entity for the purposes of a contract for services as defined by the Consumer Rights Act 2015;
“Final Fee”	the final fee payable which shall be payable in accordance with Clause 4 of the Terms and Conditions;
“Job”	the work in full of all of the Services;
“Order”	the initial request to acquire the Services as described in Clause 2 of the Terms and Conditions;
“Property”	the property or premises, as detailed in the Agreement, at which the Job is to be carried out;

“Quotation”	A quotation detailing proposed fees and services to be provided to the Customer in accordance with Clause 2 of these Terms and Conditions. Any such quotation shall be deemed to incorporate, and be subject to, these Terms and Conditions b) not be deemed to be an acceptance of an Order;
“Quoted Fee”	The Fee which will be quoted to the Customer in accordance with the quotation following the Order which may vary according to the actual work undertaken as set out in Clause 5 of these Terms and Conditions;
“Services”	The building services <<insert general nature of services, e.g. structural or non-structural alteration, renovation, demolition, etc>> provided by the Contractor as detailed in Clause 5 of these Terms and Conditions;
“Visit”	Any occasion, scheduled or otherwise, on which the Contractor shall visit the Property to render the Services;
“Work Area”	That part of the Property within which the Services are to be provided.

- 1.2 Unless otherwise stated, each reference in these Terms and Conditions to a singular noun includes a reference to the plural of that noun.
- 1.2.1 A reference to a similar expression, includes a reference to any reference made by electronic transmission or similar means;
- 1.2.2 A reference to a provision of a statute is a reference to that statute or to any statute amended or re-enacted at the relevant time;
- 1.2.3 A reference to “these Terms and Conditions” is a reference to these Terms and Conditions and to any Schedules as amended or supplemented by any further Schedules;
- 1.2.4 A reference to a “Schedule” is a reference to a Schedule to these Terms and Conditions;
- 1.2.5 A reference to a “Clause” is a reference to a Clause of these Terms and Conditions (or a Clause in the Schedules) or a paragraph of the relevant Schedule;
- 1.2.6 References to “the parties” refer to the parties to the Agreement.
- 1.3 The interpretation of these Terms and Conditions are for convenience only and shall be subject to the interpretation of these Terms and Conditions by the courts.
- 1.4 Words used in the singular shall include the plural and vice versa.
- 1.5 References to gender shall include any other gender.
- 1.6 References to persons shall include corporations.

2. Orders

- 2.1 The Customer may order their Services through <<insert methods e.g. telephone, email, website>>.
- 2.2 When the Customer orders the Services, the Customer shall set out, in detail, the Services required, including the location and size of the Property, the nature of the Services and the estimated time for completion of the Services (the “Order”).

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submit a Quotation
shall set out the
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the Builder shall, unless they do
Services required, prepare and
by email or first-class post which
fee, detailed in Clauses 3 and 4

2.4 The Customer shall
to acceptance of the
shall only have effect
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Quotation or, where
first-class post. Un
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order but changes to a Quotation
that a revised Quotation in which
r. The Customer may accept the
Quotation, by telephone, email or
Builder may otherwise agree in
remain valid for acceptance within
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2.5 Notwithstanding the
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reement between them shall come

2.6 Notwithstanding Su
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Agreement shall no

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after the date of execution of this
provided that it has not commenced
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3. Deposit

3.1 At the time of accep
days>> thereafter
Deposit shall be <<

at more than <<insert period e.g. 7
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3.2 Subject to the provi

osit shall be non-refundable.

4. Fees and Payment

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4.3 In the event that the
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of such increase an

or products to be procured by the
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mer's acceptance of the Quotation
Builder shall inform the Customer
Final Fee.

- 4.4 The Builder shall be responsible for the Customer for the Final Fee when the provision of the Services is complete.
- 4.5 All invoices shall be paid within <<insert period e.g. 14 days>> of receipt by the Customer.
- 4.6 Any sums not paid following the expiry of the time period set out in sub-clause 4.5 shall incur interest on a daily basis at <<insert interest rate of <<insert name of bank>> obtaining at the time of payment.
- 5. Services**
- 5.1 Prior to the commencement of the Job, the Builder shall carry out a full inspection of the Property to ensure that the agreed Services are appropriate for the Property and can be rendered safely.
- 5.2 The Services shall be rendered in accordance with the specification set out in the Agreement (as may be amended by mutual agreement).
- 5.3 The Builder may provide sketches, plans, diagrams or similar documents in which material is intended for illustrative purposes only and shall not provide an exact specification of the Job nor to be relied upon.
- 5.4 The Services are rendered with reasonable care and skill to a standard which is commensurate with best trade practice.
- 5.5 The Builder shall ensure that all products, parts, materials and other goods used in the Services are in compliance with any relevant standards and are fit for the intended time of use.
- 5.6 In as far as is possible, the Builder shall ensure that no work is carried out on the Property outside of the Work Area. Where necessary, the Builder shall carry out all necessary remedial work to the Property at no cost to the Customer.
- 5.7 The Builder shall ensure that they comply with any and all relevant codes of practice.
- 5.8 While the Services are being rendered, the Builder shall ensure that furniture, flooring and other items which are not the subject of the Services are suitably protected for the duration of the Job.
- 5.9 The Builder shall be responsible for the disposal of all waste that results from their rendering of the Services.
- 5.10 If any damage to the Property is caused by the Builder during the course of the Job, the Builder shall be responsible for the repair of such damage prior to completing the Job.
- 5.11 Where the Services require the removal of any items from the Property, it shall be the responsibility of the Customer to ensure that those items are removed or stored safely following the completion of the Job it shall be the responsibility of the Customer to ensure that those inspections are carried out.
- 6. Defects**
- 6.1 Under no circumstances shall the Builder be responsible for any defects which result from the work of any third party contractors over which he has no control.
- 6.2 Prior to the commencement of the Job the Builder and the Customer will work together to identify any faults or defects in the Builder's work and agree a plan of action prior to completion.

7. Customer's Obligations

- 7.1 If any consents, licences or permissions are needed from any third parties such as landlords, local authorities or similar, it shall be the Customer's responsibility to obtain the same in advance of the commencement of the Services.
- 7.2 If any party wall agreement is required in order for the Services to be rendered, it shall be the Customer's responsibility to enter into those agreements prior to the commencement of the Services.
- 7.3 The Customer shall ensure that the Builder can access the Property at the Agreed Times to render the Services.
- 7.4 The Customer shall provide the Builder with a set of keys to the Property or being responsible for the safekeeping of the keys. The Builder warrants that the keys will be used only for the purpose of access to the Property safely and securely.
- 7.5 The Customer shall ensure that the Builder has access to electrical outlets and a supply of hot water for the duration of the Services.
- 7.6 The Customer shall ensure that the Work Area is kept clear of furniture, fixtures and fittings for the duration of the Job unless otherwise directed by the Builder.
- 7.7 If the Customer does not comply with any of the health and safety rules and must comply with any additional rules imposed on them by the Builder.
- 7.8 The Customer must provide the Builder with notice if the Builder is not to provide the Services on a particular day or at a particular time. The Builder will not invoice for cancelled Visits provided such notice is given the Builder at least <<insert period e.g. 24 hours>> before the Services are due to be provided. The Builder will not invoice for cancelled Visits <<insert period e.g. 24 hours>> before the Services are due to be provided. The Customer at their normal rate.
- 7.9 Unless redecoration is agreed as part of the Services, the Customer shall be responsible for the making of arrangements therefor.

8. Cancellation

- 8.1 The Customer may cancel the Job at any time before the Agreed Date. The fee for cancellation or rescheduling:
- 8.1.1 If the Customer cancels the Job more than <<e.g. 28 days>> before the Agreed Date, the Builder shall issue a full refund of all sums paid, including the Deposit.
- 8.1.2 If the Customer cancels the Job more than <<e.g. 28 days>> before the Agreed Date, the Builder shall retain all sums paid, including the Deposit, and shall deduct all such sums from any related balance payable on the completion of the Job.
- 8.1.3 If the Customer cancels the Job less than <<e.g. 28 days>> but more than <<e.g. 14 days>> before the Agreed Date the Builder shall retain the Deposit.
- 8.1.4 If the Customer cancels the Job less than <<e.g. 28 days>> but more than <<e.g. 14 days>> before the Agreed Date the Builder shall retain the Deposit and shall deduct all such sums from any balance payable on the completion of the Job.

SAMPLE

new Deposit shall be payable on the rescheduled

8.1. If the Customer cancels the Job less than <<e.g. 14 days>> before the Agreed Date, the Builder shall retain all sums paid and any sums paid shall become immediately payable. No refund shall be made.

8.1. If the Customer reschedules the Job less than <<e.g. 14 days>> before the Agreed Date, the Builder shall retain all sums paid and any sums paid shall become immediately payable. No refund shall be made. No sums paid will count toward the fees and charges for the rescheduled Job.

8.2 The Customer shall pay the Deposit at any time before the Agreed Date and shall retain the right to request a refund of the Deposit.

9. Liability, Indemnification

9.1 The Builder shall maintain and keep in place at all times suitable and valid public liability insurance.

9.2 The Builder shall be liable for any loss or damage caused as a result of their negligence or breach of these Terms and Conditions or of the Agreement shall be limited to the extent of the insurance cover.

9.3 The Builder shall not be liable for any loss or damage suffered by the Customer or any third party as a result of the Customer's failure to follow any instructions given by the Builder.

9.4 Nothing in these Terms and Conditions or in the Agreement shall limit or exclude the Builder's liability for death or personal injury.

9.5 Subject to the limitations set out in these Terms and Conditions, the Builder shall indemnify the Customer against any loss, claims or proceedings arising out of the Services or any breach of these Terms and Conditions.

9.6 The Customer shall indemnify the Builder against any costs, liability, claims or proceedings arising out of the Customer's failure to follow any instructions given by the Builder or any other breach of these Terms and Conditions.

10. Guarantee

10.1 The product of all Services provided shall be free from defects for a period of <<insert period e.g. 12 months>> from the date of completion of the Job.

10.2 If any defects of the Services appear during the guarantee period, the Builder shall rectify any and all such defects at no cost to the Customer.

11. Data Protection

The Builder shall protect the Customer's personal data as set out in the Builder's Privacy Policy, which is available from <<insert location(s)>>.

12. Confidentiality

12.1 Except as required by law or as authorised in writing by the other Party, neither Party shall disclose to any third party any information disclosed to it in confidence during the continuance of the Agreement.

written notice within that period. In the event of such termination, the Party shall be entitled to a fair and reasonable payment for all Services completed prior to termination. Such payment shall take into account any payments made by the Party in reliance on the performance of the Agreement.

14. Termination

14.1 Either Party may terminate the Agreement by giving written notice to the other Party.

14.1.1 A Party may terminate the Agreement by that other Party under any of the following circumstances: (a) if the Agreement is not paid within <<insert period>> of the due date for payment;

14.1.2 A Party may terminate the Agreement if the other Party commits any other breach of any of the provisions of the Agreement, if the breach is capable of remedy, fails to remedy the breach within <<insert period>> Business Days after being given written notice in full particulars of the breach and requiring it to be remedied;

14.1.3 A Party may terminate the Agreement if the other Party takes possession, or where that other Party is a company, is appointed, of any of the property or assets of the other Party;

14.1.4 A Party may terminate the Agreement if the other Party enters any voluntary arrangement with its creditors or becomes subject to an administration order under the Insolvency Act 1986);

14.1.5 A Party may terminate the Agreement if the other Party, being an individual or firm, has a bankruptcy order made against it, or, being a company, goes into liquidation (except for a liquidation by or on behalf of a fide amalgamation or re-construction and in which the company resulting therefrom effectively carries on the business of the company by or assume the obligations imposed on that company by the Agreement);

14.1.6 A Party may terminate the Agreement if the other Party is in breach of any of the foregoing under the law of any jurisdiction in which the Agreement is made in relation to that other Party;

14.1.7 A Party may terminate the Agreement if the other Party ceases, or threatens to cease, to carry on business;

14.1.8 A Party may terminate the Agreement if the other Party is acquired by any person or connected person or is under the control of that other Party on the date of the termination. For the purposes of this Clause 14, "control" and "connected person" shall have the meanings ascribed thereto by sections 1122 respectively of the Corporation Tax Act 2010.

14.2 For the purposes of sub-Clause 14.1.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all material respects.

14.3 Where the Agreement is terminated under sub-Clause 14.1, the Party that has received from it shall be refunded it in full, and it shall be liable to pay the amount(s) payable under the Agreement.

14.4 The termination of the Agreement shall not prejudice any other right or remedy available to the Party in respect of the breach concerned (if any) or any other breach of the Agreement.

15. **Effects of Termination**

Upon the termination of the

15.1 any sum owing by the Party under the Agreement shall be

15.2 all Clauses which, by their nature, relate to the period after the expiry or termination shall remain in full force and effect;

15.3 termination shall not affect the right to damages or other remedy in respect of the event giving rise to the termination or any other remedy which any Party may have in respect of the agreement which exist at or before the date of termination

15.4 subject as provided in Clause 12) immediately cease to use, either Party shall immediately return to the other Party all documents in its possession or control which contain Confidential Information.

15.5 each Party shall (except in respect of any accrued rights neither Party shall immediately cease to use, either Party shall immediately return to the other Party all documents in its possession or control which contain Confidential Information.

16. **No Waiver**

No failure or delay by either Party of its rights under the Agreement shall be deemed to be a waiver by either Party of a breach of any provision of the Agreement or any subsequent breach of the same or any

17. **Further Assurance**

Each Party shall execute all deeds, documents and things as may be necessary to carry out the Agreement into full force and effect.

18. **Costs**

Subject to any provisions of the Agreement, each Party shall pay its own costs of and incidental to the negotiation and carrying into effect of the Agreement.

19. **Set-Off**

Neither Party shall be entitled to set off or sums received in respect of the Agreement at any time.

20. **Assignment and Sub-Contracting**

20.1 [Subject to sub-Clause 20.2, the Agreement shall be personal to the Parties. Neither Party shall assign, charge (otherwise than by way of a floating charge) or sub-contract any of its rights or obligations under the Agreement, or sub-contract any of its obligations under the Agreement, without the written consent of the other Party, such consent not to be unreasonably withheld.

20.2 [The Builder shall be responsible for the performance of the obligations undertaken by it through any other member or sub-contractor. Any act or omission of any other member or sub-contractor shall, for the purposes of the Agreement, be deemed to be an act or omission of the Builder.

- of the
21. **Time**
- [The Parties and dates referred to in the Agreement shall be of the essence]
- OR**
- [The Parties and dates referred to in the Agreement are for guidance only and dates referred to in the Agreement may be varied by mutual agreement.]
22. **Relationship**
- Nothing in this Agreement shall constitute or be deemed to constitute a partnership, joint venture or any other relationship between the Parties other than the contractual relationship provided for in the Agreement.
23. **Third Party**
- No part of this Agreement shall be deemed to confer rights on any third parties and the Third Parties Act 1999 shall not apply to the Agreement.
24. **Notices**
- 24.1 All notices shall be in writing and be deemed duly given if signed by a duly authorised officer of the Party giving the notice.
- 24.2 Notices shall have been duly given:
- 24.2.1 if delivered by courier or other messenger (including during normal business hours of the recipient; or
- 24.2.2 if transmitted by e-mail and a successful return receipt is received;
- 24.2.3 if sent by post on the next business day following mailing, if mailed by national express or other service provided at the sender's expense.
- In each case, the notice shall be addressed to the most recent address or e-mail address of the Party.
25. **Entire Agreement**
- 25.1 This Agreement shall constitute the entire agreement between the Parties with respect to the subject matter hereof and may not be modified except by an instrument in writing signed by the authorised representatives of the Parties.
- 25.2 Each Party acknowledges that, in entering into the Agreement, it does not rely on any warranty or other provision except as expressly stated in the Agreement and all conditions, warranties or other terms implied by law are excluded to the fullest extent permitted.
26. **Counterparts**
- The Agreement may be executed in any number of counterparts and by the Parties separately, each of which when so executed and delivered shall be deemed to be a duplicate of the Agreement and all counterparts together shall constitute one and the same agreement.

same instrument. No counterparty shall be bound by the Agreement until each Party has executed at least one counterpart.

27. **Severance**

In the event that one or more of the Terms and Conditions is found to be invalid, void or otherwise unenforceable, that provision(s) shall be severed from the Agreement and/or these Terms and Conditions shall remain in full force and effect.

28. **Dispute Resolution**

28.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Agreement through their appointed representatives who have the authority to bind them.

28.2 [If negotiations under Clause 28.1 do not resolve the matter within <<insert period>> days of the date of the last attempt to resolve the matter, the parties will attempt to resolve the matter through an agreed Alternative Dispute Resolution (ADR) process.]

28.3 [If the ADR process under Clause 28.2 does not resolve the matter within <<insert period>> days of the date of the last attempt to resolve the matter, either Party may, upon giving written notice to the other Party, refer the dispute to arbitration by either Party.]

28.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on a set of rules, the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules that may be required.

28.5 Nothing in this Clause shall prevent either Party from applying to a court for an interim remedy.

28.6 The decision and award of the arbitrator under this Clause 28 shall [not be] binding on both Parties.

29. **Law and Jurisdiction**

29.1 The Agreement and any non-contractual matters arising therefrom or associated therewith shall be governed by the laws of England and Wales.

29.2 Subject to the provisions of the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) which fall within the [non-] exclusive jurisdiction of the courts of England and Wales.

until each Party has executed at least one counterpart.

of the Agreement and/or of these Terms and Conditions is found to be invalid, void or otherwise unenforceable, that provision(s) shall be severed from the remainder of the Agreement and/or these Terms and Conditions shall remain in full force and effect.

dispute arising out of or relating to the Agreement through their appointed representatives who have the authority to bind them.

do not resolve the matter within <<insert period>> days of the date of the last attempt to negotiate, the parties will attempt to resolve the matter through an agreed Alternative Dispute Resolution (ADR) process.]

28.2 does not resolve the matter within <<insert period>> days of the date of the last attempt to resolve the matter, either Party may, upon giving written notice to the other Party, refer the dispute to arbitration by either Party.]

28.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on a set of rules, the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President for the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules that may be required.

either Party or its affiliates from applying to a court for an interim remedy.

Method of dispute resolution under this Clause 28 shall be binding on both Parties.

Conditions (including any non-contractual matters arising therefrom or associated therewith) shall be governed by the laws of England and Wales.

dispute, controversy, proceedings arising out of or relating to the Agreement or these Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) which fall within the [non-] exclusive jurisdiction of the courts of England and Wales.

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SCHEDULE 1

AGREEMENT

made the day of

BETWEEN:

- (1) <<Name of registered in <<Country of Registration>> under
 number <<C number>> whose registered office is at] OR [of]
 <<insert Add d
- (2) <<Name of C registered in <<Country of Registration>> under
 number <<C number>> whose registered office is at] OR [of]
 <<insert Add d

WHEREAS:

- (2) The Builder es and hereby agrees to provide those services,
 as spec ces") in accordance with, and subject to, the
 Quotation ons and this Agreement.
- (2) The Custom he Builder's services in accordance with, and
 subject to, th and Conditions and this Agreement.

IT IS AGREED as f

1. The Agree

- 1.1 Any a s Agreement", "the Agreement", "the Terms and
 Cond d Conditions" or the Quotation shall be deemed
 to re or the attached Terms and Conditions or the
 Quot constitute a contract for the provision of the
 Servi and the Customer.
- 1.2 By ex on <<insert date>>, the Parties hereby agree to
 be bo the Terms and Conditions, the Quotation and the
 provi d
- 1.3 This nto effect upon its execution by both Parties and
 paym d

2. The Service

The Service e Agreed Date of <<insert date>> and shall be
provided du of <<insert times>> at the Property located at
<<insert add d

Specification / Des	Relevant Dates / Times

3. Fees and P

<<Insert full sums due as detailed in the Quotation>>

4. **Electronic Signatures**

It is acknowledged that the Agreement may be signed by:

- 4.1 Both Parties by electronic signature (whatever form the electronic signature takes);
- 4.2 Both Parties by manuscript signature; or
- 4.3 One Party by electronic signature (whatever form the electronic signature takes) and the other Party signing by manuscript signature.

Each Party further acknowledges that an electronic signature will be as conclusive of a Party's intention to be bound by the Agreement as if signed by that Party by means of their manuscript signature.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals, and the Agreement has been duly executed the day and year first above written.

SIGNED by _____
<<Name and Title of Party signing>>
for and on behalf of _____ Builder>>

In the presence of _____
<<Name & Address of Party signing>>

SIGNED by _____
<<Name and Title of Party signing>>
for and on behalf of _____ Customer>>

In the presence of _____
<<Name & Address of Party signing>>