

DAVID BISHOP DESIGN AND BUILD
LIMITED

TERMS
AND
CONDITIONS

THIS AGREEMENT is dated 2018 **PARTIES**

- . (1) [NAME] of [ADDRESS](**Client**). [L]
[SEP]
- . (2) DAVID BISHOP DESIGN & BUILD LIMITED incorporated and registered in England and Wales with company number 09651427 whose registered office is at 197 Covington Way, London, England, SW16 3BY (**Builder**). [L]
[SEP]

AGREED TERMS

1. Interpretation

1.1 Definitions

In this agreement, the following terms have the following meanings:

Building Control

A Local Authority or Private Building Control Body engaged by the Builder on behalf of the Client to obtain approval for the Works under the Building Regulations 2010.

Business Day

Any day, except Saturday, Sunday, bank holidays and public holidays (not being bank holidays)

Certificate of Completion

The statutory completion and approval certificate issued by Building Control.

Completion of the Works

When the Certificate of Completion has been issued.

Commencement Date

[DATE] unless otherwise agreed by the parties in writing

Completion Date

. [DATE] unless otherwise agreed by the parties in writing.

Contract Period

The approximate duration for completion of the Works as stated on the quotation.

Contract Price

[PRICE]

Final Invoice

The invoice raised by the Builder and submitted to the Client once the 2nd fix carpentry has been completed, a Certificate of Completion has been issued and any snagging issues have been resolved.

Documents

[DESCRIPTION OF DOCUMENTS FOR CARRYING OUT THE WORKS] as per Schedule 1.

Payment Date

The date, 5 Business Days from issue of the Builder's invoice for works, that payment is due from the Client in accordance with clause 10.5.

Property

[DESCRIPTION OF THE PROPERTY]

Statutory Requirements

All relevant statutes and regulations and requirements of every competent authority.

Quotation

The estimated cost of the Works as per Schedule 2.

Works

the carrying out of the works described in the Documents and any additional works carried out in accordance with clause 7.

- . 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). [L] [SEP]
- . 1.3 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules. [L] [SEP]
- . 1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. [L] [SEP]
- . 1.5 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision. [L] [SEP]
- . 1.6 A reference to writing or written includes fax and e-mail. [L] [SEP]
- . 1.7 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. [L] [SEP]
- . 1.8 Where under this agreement an act is required to be done within a specified period of days after or from a specified date, the period shall begin immediately after that date. Where the period would include a day, which is a Public Holiday that day shall be excluded. [L] [SEP]
- . 1.9 References to clauses and Schedules are to the clauses and Schedules of this agreement. [L] [SEP]

2. Builder's obligations

- . 2.1 The Builder shall without delay begin and diligently proceed to carry out and complete the Works:
 - . (a) using reasonable skill, care and diligence; [L] [SEP]
 - . (b) using good quality materials [L] [SEP]
 - . (c) in a proper and workmanlike manner; [L] [SEP]
 - . (d) in compliance with all Statutory Requirements; [L] [SEP]

- . (e) in accordance with the Documents; and [SEP]
- . (f) to the Client's reasonable satisfaction. [SEP]
- . 2.2 The Contract Period is to be used as a guide only and will not affect the agreed Contract Price. If the Works take a longer period of time to complete than the Contract Period, no extra charges shall be payable by the Client unless previously agreed between the parties. If the Builder completes the works in a shorter time than the Contract Period, the Client shall not receive a discount and the full Contract Price shall be payable. [SEP]
- . 2.3 No retentions shall be held by the Client unless previously agreed in writing between the parties. [SEP]
- . 2.4 Unless otherwise notified in writing by the Client (and without prejudice to the generality of the obligation of the Builder in clause 2.1 to comply with Statutory Requirements), the Builder shall carry out the duties applicable to the Client as “client” under the Construction (Design and Management) Regulations 2015. [SEP]
- . 2.5 Any drawings, descriptions or specifications contained in advertising materials, brochures, catalogues or on the Builder’s website are for the sole purpose of giving an approximate idea of the products and services offered by the Builder. These documents shall not form part of any agreement with the Client unless otherwise agreed between the parties. [SEP]
- . 2.6 The Builder shall not be responsible for and pre-existing defects to buildings, structures, roof, and electrical or plumbing systems at the Property if they are discovered during the course of the Works. [SEP]

3. Commencement and completion

- . 3.1 The Builder shall appoint and ensure the provision of a Project Manager in accordance with the specification for service for the management of the contracted construction Works. [SEP]
- . 3.2 The Works may be commenced on a date to be agreed by the Project Manager and Client in accordance with clause 4. The project will follow, as closely as reasonably practicable, the process in this agreement and the Documents but this is not guaranteed. [SEP]

- . 3.3 Commencement of the Works is deemed to take place only after the scaffoldings (if applicable) have been affixed to the Property and all materials and plants necessary for the Works have been delivered to the Property. [L] [SEP]
- . 3.4 The end of the agreement is deemed to take place when the 2nd fix carpentry is completed (minus any associated snags), Building Control have issued a statutory completion and approval certificate and the Client has made full and final payment of the Final Invoice including all additional costs and fees subsequently added to the Works. [L] [SEP]
- . 3.5 The Completion Date is an estimate only and not guaranteed. If it becomes apparent that any of the Works will not be completed within the estimated timescale communicated to the Client for reasons beyond the control of the Builder, including but not limited to; compliance with any Client instructions or effected by the approval of Building Control then the Builder shall thereupon in writing so notify the Client who shall give such extension of time for completion, without undue refusal. The Builder shall be entitled to a minimum of a one-week extension of time for each variation to the Works. [L] [SEP]
- . 3.6 The Builder shall be entitled to an extension of time to complete the Works for reasons which include, but are not limited to:
 - . (a) Any event which is outside of the control of the Builder; [L] [SEP]
 - . (b) Any breach of contract by the Client; [L] [SEP]
 - . (c) Any delay for which the Client is responsible, such as later approval of drawings and quotations, later payments, lateness in obtaining a Party Wall Award; [L] [SEP]
 - . (d) Any unforeseen ground/structural conditions, including any under soil pores; [L] [SEP]
 - . (e) Any severe weather conditions; or [L] [SEP]
 - . (f) unforeseen loss of labour. [L] [SEP]
- . 3.7 The Builder shall be entitled to an extension of time for completion of the Works should it encounter delay, outside its control, as a result of the manufacture and delivery of certain items for the Works such as windows, doors and steels that sometimes can only be measured up mid-way through the Works. [L] [SEP]

- . 3.8 Should the Parties fail to agree on a date for completion of the Works or an extension of time, the Builder shall complete the Works within a reasonable time. [L] [SEP]

4. Client's obligations

- . 4.1 The Client shall review the Documents and Quotation provided by the Builder. [L] [SEP]
- . 4.2 Once the Documents and Quotation have been approved by the Client, the Client shall notify the Builder that the Contract Price is accepted. [L] [SEP]
- . 4.3 The Client shall then pay a deposit of 5% of the Contract Price, or £1500.00, whichever is the greater (the "Deposit"), to the Builder to secure a provisional start date. [L] [SEP]
- . 4.4 In the event that the Client decides not to proceed with the Works after payment of the Deposit, the Deposit shall not be reimbursed to the Client. If the Builder cannot continue with the Works after the Deposit has been paid, the Deposit may be refunded to the Client at the Builder's discretion. There shall be no refund of a Deposit if the Builder is unable to continue with [L] [SEP]
 - . the Works due to the default of the Client.
- . 4.5 The Client agrees and waives any contractual or statutory right to a refund of the Deposit. [L] [SEP]
- . 4.6 The Client agrees that the Deposit is a reasonable estimate of, but not limited to, the cost of plans and drawings, full or partial planning application if applicable, overheads, any claim for loss of profit, loss of business opportunity and/or damages. [L] [SEP]
- . 4.7 The Client agrees that it shall pay any costs reasonably incurred by the Builder where the costs, described in clause 4.6 above, exceeds the Deposit. [L] [SEP]
- . 4.8 The Client shall pay to the Builder the Contract Price (and any sums agreed in accordance with clause 4) in accordance with Schedule 3. [L] [SEP]
- . 4.9 The Client shall give the Builder uninterrupted access into the Property from 08.00 until 18.00, Monday to Friday and 08:00 until 13:00 on Saturday from the Commencement Date until the Completion Date to carry out the Works unless otherwise agreed by the Parties. The client shall also cover and/or

- protect any access areas leading up to the site. [L]
[SEP]
- . 4.10 The Client shall not employ any third party to carry out any element of the Works, which forms part of the Works within the agreement, without the written consent of the Builder. Should the Parties agree to remove any element from the scope of the Works, then the Contract Price shall be adjusted accordingly by the Builder based on its actual costs for those works and the Builder is entitled to loss of profit on those elements. [L]
[SEP]
 - . 4.11 The Client shall be responsible for checking that materials and goods ordered by them are free from defect and damage, including when those materials or goods are in transit to the Property. [L]
[SEP]

5. Design and regulatory approval

- . 5.1 Where the client has opted for design to be undertaken by the Builder, the Builder shall instruct and arrange for the Contract drawings and plans to be drawn up by an Architect of its choice. [L]
[SEP]
- . 5.2 The Builder, or appointed Architect shall apply for planning permission and building regulations approval to the relevant authority to obtain any permissions or consents that may be required under any planning legislation or building regulations in force from time to time. The Builder cannot guarantee approval by the planning authority. The Client is responsible for ensuring they are satisfied with the final designs and applications. [L]
[SEP]
- . 5.3 The Builder, or appointed Architect, shall act as the Client's agent in matters of regulatory and planning approval including in relation to any appeal or appeals against a decision relating to any regulatory approval. [L]
[SEP]
- . 5.4 The Builder shall not be liable to the Client for any damages, costs or compensation as a result of any works carried out without lawful planning permission where the Client allows, requests or instructs the Builder to start the Works before planning consent is obtained. [L]
[SEP]
- . 5.5 The Builder shall not be liable for any delays resulting from the design and planning process. [L]
[SEP]
- . 5.6 Once planning approval or consent is obtained, the Builder shall give notice to

the Client of its intended commencement of Works in accordance with the Documents ^[L]_[SEP]

6. Protection of existing surfaces

- . 6.1 The Client shall be responsible for protecting existing surfaces (floors, carpets, curtains, doors and furniture) at its own cost and must remove any items of value. Any items disposed of due to non-removal before the commencement of the Works will not be replaced or reimbursed to the Client. ^[L]_[SEP]
- . 6.2 The Client shall be responsible for removing or relocating any satellite and alarm systems or objects affixed to the property before the commencement of the Works or the installation of Scaffolding, if applicable. If these items obstruct our works they may be removed or disposed of by the Builder's team during the Works process and they shall not be replaced or reimbursed to the Client. ^[L]_[SEP]
- . 6.3 The Builder may provide additional protection for the existing surfaces, above the basic protection in clause 6.1 above, at a cost to be agreed with the Client. ^[L]_[SEP]

7. Additional works

- . 7.1 If the Client requires any additional works to be carried out by the Builder, the parties shall negotiate in good faith the cost of and time required for them to be carried out with a view to reaching an agreement on them. The Builder shall not be obliged to carry out any additional works required by the Client, unless and until the cost and time have been agreed in writing between the Client and the Builder. For any additional works, 50% of the value of the additional works must be paid by the Client to the Builder in advance and the remainder paid on completion of the additional works. ^[L]_[SEP]
- . 7.2 Any extra or additional work required, requested or instructed by the Client shall be deemed a Variation. Any Variation that the Client requests that results in a proposed reduction in the Contract Price must be agreed with the Builder. ^[L]_[SEP]
- . 7.3 Measurements taken at the Property are approximate and may be subject to change depending on the Property conditions and/or Building Control approval requirements. No such change shall entitle the Client to cancel this

agreement or claim compensation. [SEP]

- . 7.4 All Variation requests or instructions from the Client must be made to the Project Manager in writing. At no time shall workmen on site be requested directly to carry out additional work. Any additional works not instructed by the Client to the Project Manager will void the project insurance and not be covered within the project guarantee. The Builder takes no liability for such unauthorised instructions. [SEP]
- . 7.5 The terms of this agreement may be varied if agreed by the Parties. [SEP]

8. Asbestos

8.1 The Client is responsible for arranging an Asbestos Survey, prior to commencement of the Works, where it is determined by the Client, the Architect or District Surveyor that this is necessary.

WhereasbestosisfoundattheProperty,theBuilderisentitledtosuspendallWorks until all asbestos is removed either by the Client or the Builder's sub-contractor. The Client shall pay for all costs associated with the removal and disposal of asbestos. The Builder is entitled to an extension of time for completion of the Works in the event that asbestos is found at the Property.

9. Health & Safety

- . 9.1 The Client shall take notice of all warnings that the Builder gives about any health and safety or environmental risks which the Builder is taking measures to prevent or minimise. [SEP]
- . 9.2 The client shall not allow people living in or visiting the Property, including children, to be exposed to any dangers from the Works. [SEP]

10. Payment

- . 10.1 The Contract Price as specified in the Quotation is exclusive of Value Added Tax (VAT) and any other charges as outlined in the Quotation. [SEP]
- . 10.2 The Client shall pay any VAT chargeable on the Contract Price. [SEP]
- . 10.3 The price for materials required to complete the Works is as specified in the Quotation. [SEP]

- . 10.4 The Builder shall issue invoices for the Works as per the Payment Schedule.
[L]
[SEP]
- . 10.5 The Client shall settle all payments in respect of the Works within 5 business days of the date of the invoice referred to at clause 10.4. [L]
[SEP]
- . 10.6 If payment is not received by the Builder within the time limit in clause 10.5 above, the Builder shall be entitled, without limiting any other rights it may have, to charge interest on the out- standing amount at the rate of 8% per annum above the base rate from time to time of the Bank of England from the due date until the outstanding amount is paid in full. The Client shall indemnify the Builder against all costs and expenses incurred in obtaining payment of sums due under this agreement where the payment due to the Builder is late. [L]
[SEP]
- . 10.7 Any payments due to the Builder from the Client pursuant to this clause 10 shall be made with any set-off or deduction. [L]
[SEP]
- . 10.8 The Builder is entitled to vary the Contract Price to take account of:
 - . (a) any additional services and/or products requested by the Client which were not included in the Quotation; [L]
[SEP]
 - . (b) any increase in the costs of the materials; [L]
[SEP]
 - . (c) any additional work required to complete the Works which was not anticipated at the time of the Quotation. [L]
[SEP]
- . any variation must be notified to the Client in accordance with clause 24. [L]
[SEP]

11. Cancellation

- . 11.1 The Client may cancel an order for Works by notifying the Builder before payment of the de- posit described in clause 4.1. [L]
[SEP]
- . 11.2 If the Client fails to notify the Builder of a cancellation in accordance with clause 11.1 above, any Deposit or other monies paid in accordance with the Payment Schedule paid shall not be refundable. [L]
[SEP]

12. Inspection of works

- . 12.1 The Client shall inspect the Works when notified by the Builder that the

Works are complete. The Client shall notify the Builder within 5 working days of days of inspection of any missing items or defects in the Works. [L] [SEP]

- . 12.2 If the Builder agrees that there are defects in the Works, these shall be remedied in accordance with clause 13.3 below. [L] [SEP]

13. Guarantee

- . 13.1 The Client will receive the benefit of a guarantee for the Works for a period of 10 years after Completion of the Works (the “**Guarantee Period**”), subject to the Client having paid the Final Invoice including but not limited to, variation costs, loss and expense, damages and interest (the “**Guarantee**”). The Guarantee shall cover materials and labour for the rectification of defects, which arises as a result of the Builder’s default, poor workmanship, or materials of unsatisfactory quality. [L] [SEP]
- . 13.2 The Builder reserves the right to pass on any claims, complaints and faults in relation to the quality of materials supplied by the Builder onto the manufacturer, its agent or representative. The Client shall be liable for all costs, materials and labour, for the replacement or repair of any materials supplied by The Client during the Works. [L] [SEP]
- . 13.3 If the Works are agreed by the Builder to be defective in accordance with this agreement, then the Builder shall, at their sole discretion, either repair, re-perform or replace the Works and/or materials. Any material supplied directly by the Client for the Works shall not be covered under the Guarantee. [L] [SEP]
- . 13.4 Clause 13.1 does not apply:
 - . (a) If a fault arises due to any subsequent mechanical, chemical, electrolytic or other damage not due to a defect in the Works after risk has passed to the Client; [L] [SEP]
 - . (b) If a fault arises due to wilful damage, provision of abnormal working conditions, failure to follow instructions, misuse, alteration or unauthorised repair, improper maintenance or negligence on the part of the Client or a third party. [L] [SEP]
- . 13.5 New build structures (roofs, flashings to new roofs and new vertical brickwork joints to existing masonry) are covered by the warranty in clause

13.1 above against water ingress. Ingress of water through existing structures are not covered by this Guarantee. [L] [SEP]

13.6 Subsidence issues such as sinkage below slabs, subsidence below new or existing foundations or movement of foundations or floors are not covered by the Guarantee in this clause 13.

- . 13.7 In the event of a failure beyond the Guarantee Period, the Builder shall investigate the cause of any failure and carry out agreed repairs as soon as reasonably practicable. Any remedial works carried out pursuant to this clause 13.7 shall be charged at a fee to be agreed between the parties before any remedial work is carried out. [L] [SEP]
- . 13.8 If the Client has not paid for the Works in accordance with clause 10 of this agreement, the Builder has no obligation to remedy any defects in the Works pursuant to this clause 13. [L] [SEP]
- . 13.9 The Builder may supply materials sourced from third parties to complete the Works. If any such materials are subject to a warranty from the supplier, the Builder shall replace any such materials, if deemed to be substandard by the supplier, in accordance with the supplier's terms and conditions. No materials shall be replaced after the expiry of the Guarantee Period. [L] [SEP]
- . 13.10 The Guarantee in this clause 13 is not transferable to any of the Client's successors in title or transferees of the Property. The Builder reserves the right to transfer the obligations under this clause 13 to any third party, and at the request of the Client. If such a transfer is requested by the Client, the Client shall be liable for any associated fees and costs of such a transfer. If the Client instructs a third party to perform any of the Works or any remedial works, the Builder shall not be liable for any defects in the Works, damage to the Property or any other losses sustained by the Client. [L] [SEP]

14. Property and risk

- . 14.1 Risk in any property or materials used to provide the Works shall pass from the Builder to the Client when the property or materials leave the premises of the Builder or on delivery if the Builder is transporting these items. [L] [SEP]

- . 14.2 Adequate insurance should be held by the Client to protect the property and materials used in completing the Works. [L] [SEP]
- . 14.3 Title or ownership of any property or materials belonging to the Builder remains with the Builder until payment is received, in full, from the Client. Any unused materials and goods delivered to the Property shall remain the property of the Builder. [L] [SEP]
- . 14.4 The Client must store any property or materials belonging to the Builder separately from any other property or materials belonging to the Client. The Client shall ensure that no materials are annexed to the Property or affixed to the Works by any other parties except the Builder. [L] [SEP]

15. Sub-contractors and third parties

- . 15.1 The Builder may employ sub-contractors at their absolute discretion to assist with completion of the Works. [L] [SEP]
- . 15.2 The Builder shall rectify and make good any damage caused to the Property or neighbouring properties during the course of the Works for which it is at fault. Where the Builder is liable but any third party or other contractors carry out the repairs, the Builder shall not be liable to pay the repair bill or provide a guarantee for these remedial works. [L] [SEP]

16. Indemnity and insurance

- . 16.1 The Client shall indemnify the Builder against all claims, costs and expenses which the Builder may incur and which arise directly or indirectly from the Client's breach of any of its obligations under this Agreement. [L] [SEP]
- . 16.2 The Builder shall maintain Employers Liability Insurance up to a value of £5 million. [L] [SEP]

17. Limitation of liability

- . 17.1 Nothing in this Agreement shall exclude or limit the liability of the Builder for death or personal injury, however the Builder shall not be liable for any direct loss or damage suffered by the Client howsoever caused, as a result of any negligence, breach of contract or otherwise in excess of the Contract Price. [L] [SEP]

- . 17.2 The Builder shall not be liable under any circumstances to the Client or any third party for any indirect or consequential loss of profit, consequential or other economic loss suffered by the Client howsoever caused, as a result of any negligence, breach of contract, misrepresentation or otherwise. [L]
[SEP]
- . 17.3 For the avoidance of doubt, time shall not be of the essence and the Builder shall incur no liability to the Client in respect of any failure to complete the Works by the Completion Date. [L]
[SEP]

18. Force majeure

- . 18.1 The Builder shall not be liable to the Client or be deemed to be in breach of this agreement by reason of delay in performing or any failure to perform any of the Builder's obligations under this agreement if the delay or failure was due to any circumstances or cause beyond the Builder's reasonable control. [L]
[SEP]
- . 18.2 Without prejudice to the generality of the foregoing, circumstances beyond the Builder's control shall include act of God, server crashes, virus attacks on equipment, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition, acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority, damage, bad weather, software, power or equipment failure, strikes, lockouts or other industrial actions or trade disputes (whether involving employees of the Builder or of a third party). [L]
[SEP]

19. Copyright

- . 19.1 The copyright in any documentation produced (including the Documents) by the Builder in connection with the Works shall belong to the Builder. [L]
[SEP]
- . 19.2 The Builder reserves the right to use images taken for display, publication and other purposes to promote their business. [L]
[SEP]

20. Dispute Resolution

20.1 If any dispute arises between the parties out of, or in connection with, this Agreement, the matter shall be referred to [NAME] of the Client and [NAME] of the Builder who shall use their reasonable endeavours to resolve it.

- . 20.2 If the dispute is not resolved within 14 days of the referral being made under

clause 20.1, the Client or Builder may resolve the matter through mediation in accordance with the London Court of International Mediation Rules. [L]
[SEP]

- . 20.3 Any dispute or difference arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, may be referred to adjudication at any time by written notice by either party (the Notice). The parties may agree the appointment of the adjudicator, but where the appointment of the adjudicator is not agreed within 7 days of the Notice being made by the relevant party, either party may apply to The Royal Institute of Chartered Surveyors for the nomination of an adjudicator and the referral of the dispute within 7 days of the Notice. [L]
[SEP]
- . 20.4 The parties shall appoint the adjudicator with the following terms of reference:
 - . (a) the adjudicator shall reach a decision within 28 days of referral or such longer period as is agreed by the parties after the dispute has been referred; [L]
[SEP]
 - . (b) the adjudicator may extend the period of 28 days set out at clause 1.2.1 by up to 14 days, with the consent of the party by whom the dispute was referred; [L]
[SEP]
 - . (c) the adjudicator shall act impartially; [L]
[SEP]
 - . (d) the adjudicator may take the initiative in ascertaining the facts and the law; [L]
[SEP]
 - . (e) the decision of the adjudicator shall be binding upon the parties until the dispute is finally determined by legal proceedings, [by arbitration (if the Agreement provides for arbitration or the parties otherwise agree to arbitration)] or by agreement; and [L]
[SEP]
 - . (f) the adjudicator shall not be liable for anything done or omitted in the discharge or purported discharge of his functions as adjudicator unless the act or omission is in bad faith and any employee or agent of the adjudicator is similarly protected from liability. [L]
[SEP]
- . 20.5 Neither party may issue formal legal proceedings unless the steps referred to in clauses 20.1 to 20.4 have been completed. [L]
[SEP]
- . 20.6 If any dispute arises between the parties out of, or in connection with, this Agreement, the matter shall be referred to [NAME] of the Client and

[NAME] of the Builder who shall use their reasonable endeavours to resolve it. [SEP]

21. Termination

. 21.1 Either party may at any time by written notice terminate this agreement immediately and without liability for compensation or damages (except as mentioned in this agreement) if the other dies, becomes bankrupt, has a receiving order made against him, makes any arrangement with his creditors generally or takes or suffers any similar action as a result of debt or being a company convenes a meeting of its creditors or suffers a petition to be presented or a meeting to be convened or other action to be taken with a view to its liquidation except (with the written approval of the other) for the purposes of and followed by amalgamation or reconstruction. [SEP]

21.2 Either party may terminate this agreement if the other party commits a material breach of any term of this agreement and which (in case of a breach capable of being remedied) shall not have [SEP] been remedied within 14 days of a written request to remedy the same.

22. Proportionate pay on termination

22.1 If the agreement is terminated the Client shall pay to the Builder a fair proportion of the costs referred to in clause 4.8 commensurate with that part of the Services actually completed and not already paid for. All payments under this clause shall be without prejudice to any other rights of the parties under this agreement.

23. Third party rights

23.1 Pursuant to s 1(2)(a) of the Contracts (Rights of Third Parties) Act 1999 the parties intend that no term of this agreement may be enforced by any person who is not a party to this agreement (or) a third party within the meaning of that Act.

24. Service of notices

. 24.1 Any notice given under this Agreement must be in writing and may be served: (a) personally; [SEP] (b) by registered or recorded delivery mail; [SEP] (c) by email or facsimile transmission (the latter confirmed by post; or [SEP] (d) by any

other means which any party specifies by notice to the others as a means by which he is willing to accept service. [L]
[SEP]

- . 24.2 Each party's address for the service of notice is his above-mentioned address or such other address as he specifies by notice to the others [and until otherwise specified by notice those email addresses for the service of notices are as follows: [L]
[SEP]

(a) [Client] [*email address*] etc].

- . 24.3 A notice is deemed to have been served:

- . (a) if it was served in person, at the time of service; [L]
[SEP]
- . (b) if it was served by post, 48 hours after it was posted; and [L]
[SEP]
- . (c) if it was served by email or facsimile transmission, at 09.00 on the first working day after the time of transmission unless the parties sending and receiving the notice agree an earlier time of service. [L]
[SEP]

- . 24.4 A notice is deemed to be posted at the time of the last daily collection from the letterbox or post office at which the notice was posted after the actual time of posting. A "working day" means a day which is not Saturday, Sunday, Christmas Day, Good Friday, or day which is a bank holiday under the Banking and Financial Dealings Act 1971 in any part of the United Kingdom. [L]
[SEP]

25. Entire Agreement

25.1 This agreement is to be read as a whole and nothing contained within the Documents, the Builder's Quotation or emails with options, prices shall override or modify this agreement.

26. Governing law and jurisdiction

- . 26.1 This agreement shall be governed by and construed in accordance with the law of England and Wales. [L]
[SEP]
- . 26.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle and dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims). [L]
[SEP]

This Agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1 Documents

SCHEDULE 2 Quotation

SCHEDULE 3 Payment Schedule

[Signed by [CLIENT]

OR

[Signed as an Agreement by [CLIENT COMPANY] acting by [CLIENT DIRECTOR], a director, in the presence of:

..... SIGNATURE OF WITNESS

NAME ADDRESS OCCUPATION]

Signed as an Agreement by DAVID BISHOP DESIGN & BUILD LIMITED acting by DAVID BISHOP, a director, in the presence of:

..... SIGNATURE OF WITNESS

NAME ADDRESS OCCUPATION

.....] Client

..... Director

..... Director