



## Terms and Conditions

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### THE ESTIMATE

Lansberry Developments Ltd shall provide to the Client a proposal for the services to be provided ("the Estimate") which shall set out:

- a) The services which Lansberry Developments Ltd will undertake for the Client.
- b) The date or time period within which the service will be performed.
- c) The prices which the Client shall be charged for the performance of the services including: i. Any fees which Lansberry Developments Ltd shall charge. ii. Any disbursements or expenses which Lansberry Developments Ltd will require the Client to meet (including but not limited to the prices of materials). iii. Any VAT or tax element which will be payable by the Client. The Estimate shall be attached to these terms and conditions as a schedule and where a contract is entered into between Lansberry Developments Ltd and the Client, the Client will be deemed to have accepted the content of the Estimate in full.

### THE SERVICES AND THE TIME AND MANNER OF THEIR DELIVERY

Lansberry Developments Ltd will provide such services to the Client as are set out in the Estimate. The services will be provided to the Client within the timeframe specified in the Estimate. Time frames and dates of delivery are provided for guidance only and Lansberry Developments Ltd makes no guarantee that the services will be performed within the specified period. For the purposes of this agreement, time shall not be of the essence and Lansberry Developments Ltd shall not be liable for any loss or damage suffered by the Client as a result of the delivery of services being delayed or postponed for any reason.

### PAYMENTS

The contract price is set out in the Estimate, which includes details of the charges which Lansberry Developments Ltd will make for labour, materials and plant as well as any taxes or additional costs or expenses or disbursements which Lansberry Developments Ltd may charge to the Client. The intervals at which Lansberry Developments Ltd may invoice the Client in respect of the whole or an instalment of the contract price are set out in the Estimate. Notwithstanding above, Lansberry Developments Ltd may vary the contract price from the amount set out in the Estimate where a service has been provided which are different or in addition to those set out in the Estimate either at the specific request of the Client or because it has been required to complete additional work which was not anticipated at the time the Estimate was made, or because of market fluctuations in the price of materials. The Client agrees: a) Not to withhold any sums due to Lansberry Developments



Ltd. b) To settle all invoices raised by Lansberry Developments Ltd within 7 days. c) To pay to Lansberry Developments Ltd interest at a rate of 5 percentage points per annum above the Bank of England base rate on any payments which are not settled within 7 days. d) To pay to Lansberry Developments Ltd such costs and expenses as he may incur in recovering payment from the Client where the Client fails to make payment in accordance with these terms and conditions.

#### **CANCELLATION**

In accordance with the Cancellation of Contracts Made in a Consumer's Home or Place of Work etc. Regulations (2008) the Client may cancel this contract within 14 calendar days of signing this agreement (or within whatever extended period Lansberry Developments Ltd may specify in the Estimate) and shall be entitled to a full refund of any monies paid to Lansberry Developments Ltd, less an amount representing any reasonable administration costs which Lansberry Developments Ltd has incurred. Any cancellation outside this period will not entitle the Client to a refund of any monies paid.

#### **CLIENT'S OBLIGATIONS**

The Client shall be responsible for the correctness of all measurements for products or materials which he gives to Lansberry Developments Ltd. Where these measurements are not correct and accordingly materials or products which are ordered or provided by Lansberry Developments Ltd are the wrong size, the Client shall bear the expense of rectifying this. The Client shall co-operate with Lansberry Developments Ltd as may be necessary to facilitate this agreement, including but not limited to: a) Permitting Lansberry Developments Ltd access to the property or location in which the services are to be supplied ("the Site") and assuring that such access is appropriate and adequate. b) Where the Site is indoors, ensuring that there is adequate ventilation. c) Providing for Lansberry Developments Ltd such facilities as may be necessary in order to allow him to complete the services. d) Following Lansberry Developments Ltd's reasonable Instructions relating to safety and the state of work which has recently been completed by Lansberry Developments Ltd or is in the process of being completed or to the state of the Site in general, including directions and restrictions on appropriate usage, care and maintenance. Unless the Estimate specifies otherwise, the Client will be responsible for any cleaning and redecorating which is necessary to the Site after Lansberry Developments Ltd has completed the agreed services (with the exception of the removal of waste materials or building rubble, which shall be the responsibility of Lansberry Developments Ltd as set out. Where Lansberry Developments Ltd stores or keeps any materials or equipment on Site, the Client shall be responsible for the security and safety of such and shall account Lansberry Developments Ltd for any loss or damage. The Client shall be responsible for any permissions, licences or consents which are necessary in order for the services to be provided. The Client warrants that he has applied for and obtained all such necessary permissions, licence or consents prior to contracting Lansberry Developments Ltd.

#### **SUPPLIER'S OBLIGATIONS**



Lansberry Developments Ltd shall perform all duties, services and obligations under this contract with reasonable care and skill and to a reasonable standard. Lansberry Developments Ltd shall comply with all relevant codes of practice and statutory or regulatory requirements. Lansberry Developments Ltd shall take all reasonable care with the Client's property, including taking reasonable steps to protect the Client's furnishings, fittings, wall, ceiling and floor coverings during the provision of the services. Lansberry Developments Ltd or their sub contractor, where necessary, shall at all times be registered and remain in good standing with such organisations as may be relevant for the purposes of permitting to self-certify the compliance of the services provided with the relevant building regulations or alternatively if they are not so accredited then they shall make arrangements for a building inspector to certify the compliance of the services provided with the relevant building regulations. Lansberry Developments Ltd shall be responsible for managing and arranging the safe and lawful disposal of any waste materials which are generated or removed from the Client's property as a result of the provision of the services unless otherwise stated. Lansberry Developments Ltd shall at all times hold valid employer and public liability insurance policies. Copies of these can be issued upon request.

#### **PROPERTY RIGHTS AND ASSUMPTION OF RISK**

Any property rights, title or ownership in any property or materials which are used by Lansberry Developments Ltd in providing or delivering the service shall remain with Lansberry Developments Ltd until the Client has made payment in full in accordance with these Terms and Conditions. Risk in and responsibility for any products or materials which are used in the supply, performance or delivery of the services shall pass from Lansberry Developments Ltd to the consumer: a) Where Lansberry Developments Ltd is responsible for delivering the products or materials to the Client, upon delivery; or b) Where Lansberry Developments Ltd is not responsible for delivery, at the moment the products or materials leave Lansberry Developments Ltd's storage premises.

#### **THE GUARANTEE**

Lansberry Developments Ltd provides to the Client, in addition to any statutory rights which the Client may have, a guarantee that the services provided under this contract shall be free from defective or flawed materials or workmanship for a period of 1 year from the completion of the services, notwithstanding that this guarantee shall not apply to: a) Defects or flaws which are as a result of any misuse, failure to adequately and properly maintain, neglect or failure to follow Instructions or recommendations on the part of the Client. b) Any defect or flaw which is caused by mechanical or chemical damage (which is not in itself a result of some defect in the workmanship or materials) and which arises after risk in the property has passed to the Client. Lansberry Developments Ltd shall, at his sole discretion, determine the manner in which he will satisfy this guarantee, whether by repairing, re-performing or replacing the services or by refunding to the Client all or part of the monies which have been paid. Where the Client considers that the services are defective upon delivery or performance then he shall notify Lansberry Developments Ltd of this within 30 days, failing which he shall not be entitled to claim the benefit of this guarantee. This



guarantee shall not become effective until the Client has paid Lansberry Developments Ltd in full, failing which the Client shall not be entitled to claim the benefit of this guarantee.

## **TERMINATION**

This agreement shall continue until the services (or any mutually agreed addition, extension or variation thereof) have been provided, or until terminated in accordance with the below. Without prejudice to the above the employment of Lansberry Developments Ltd under this Agreement may be terminated immediately where any of the following circumstances arise: a) Either party commits a serious breach or persistent breaches of this agreement including but not limited to the non performance, neglect or default of any of his duties as outlined herein (including a failure on the part of the Client to make payment within agreed timescales) and after notice of this breach has been given to the defaulting party it remains unremedied and unrectified 10 working days after such notice. b) Either party commits a breach of this agreement which cannot be remedied. c) Either party becomes insolvent or enters into a CVA or IVA or ceases to carry on the whole or substantially the whole of its business. Upon termination of the employment of Lansberry Developments Ltd under this agreement the Client shall pay to Lansberry Developments Ltd such sums as may represent work done and expenses incurred up to and including the date of the termination. Any right to terminate the employment of Lansberry Developments Ltd under this agreement shall be without prejudice to any accrued rights or liabilities arising out of this agreement which are in existence at the date of termination.

## **DISCLAIMERS AND EXCLUSIONS**

Lansberry Developments Ltd shall not be responsible in any circumstances to the Client or any third party for any loss of profit or indirect or consequential economic damage or loss, howsoever caused, whether as a result of negligence, misrepresentation, breach of contract or otherwise. Nothing in the foregoing shall be read as restricting or limiting in any way Lansberry Developments Ltd's liability for death or personal injury

## **INDEMNITY**

The Client shall indemnify Lansberry Developments Ltd against any loss or damage which results from the Client's breach of this agreement or failure to abide by any of its terms

## **FORCE MAJEURE**

Neither party shall be liable for any delay or failure in performing its obligations or duties under this agreement which results from circumstances outside his reasonable control including but not limited to acts of God, industrial action, war, fire, threat of terrorism, civil disturbance or rioting, government or regulatory action, breakdown in plant or machinery or shortage of raw materials or supplies.



#### WARRANTY OF CONTRACTUAL CAPACITY

Both parties and the signatories to this agreement warrant that they are authorised and permitted to enter into this agreement, and have obtained all necessary permissions and approvals.

#### WHOLE AGREEMENT, GOVERNING LAW, SEVERABILITY AND MISCELLANEOUS PROVISIONS

This document constitutes the entirety of the agreement between the parties. It supersedes any prior representations which may have been made, whether orally or in writing. Any modification to this agreement must be made in writing and signed by both parties. This Agreement shall be governed by the Law of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English Courts. All clauses, sub clauses and parts thereof shall be severable and shall be read and construed independently. Should any part of this Agreement be found invalid this will not affect the validity or enforceability of any other provision or of this agreement as a whole. All terms, conditions and covenants contained in this agreement shall bind the parties and their heirs, legal representatives, successors to title and permitted assignees. Nothing in these terms and conditions shall incur any rights on a third party and no third party may enforce any provision of this contract under the Contracts (Rights of Third Parties) Act. The failure by either party to enforce any provision of this agreement shall not be deemed a waiver or limitation of that party's right to subsequently compel and require strict compliance with every provision of this agreement.

#### COSTS AND RATES

**VAT:** Vat is applicable at 20% standard rate unless the client can provide proof in writing from their accountant.

**Variations-** Unless otherwise agreed , where Variations occur due to change of specification by the client, building control or dictated by other means, Lansberry Developments Ltd charge at cost plus 25%.

**Remedial call outs:** If there is an issue or concern with elements of work undertaken by lansberry Developments Ltd or their sub contractors we are more than happy to make a visit to inspect and if required put right any problems. If how ever there is no issue or the issue does not fall upon the liability of Lansberry Developments Ltd then there will be a call out charge along with any other costs that occur.

#### Labour day rates

Foreman £220 , General labourer £165, Skilled labourer £180, plumber £280, electrician £250, bricklayer £230, plasterer £200, decorator £180. Unless other wise stated.

**Parking and permits:** Unless otherwise stated, the cost of any Permits including parking permits, vouchers are not to be met by Lansberry Develeopments Ltd and shall be at the cost of the client.



**Power and water:** In order to undertake the works, the client must provide free of charge to Lansberry Developments Ltd electric power supply and water.

**Decoration:** Unless otherwise specified, decoration include for new plastered walls and ceilings only with 1 mist coat and 2 top coats and new timber with 1 coat undercoat (or self undercoating satin) and top coats in satin wood. All painted joinery will be caulked as required and knotting solution used where there are knots.

**Doors and iron mongery:** Unless otherwise stated we include for non fire rated doors and iron monger supply at £100 cost per door and £150 for ½ hour fire door where stated in the spec or required by building regulations. Standard specification is for 6 panel grained doors with satin finish iron mongery.

**Kitchens and Utility:** Our normal supplier is Magnet and where provisional sums are applied we have based our costs on their standard range with square edge work tops, plinths, cornices and pelmets. Additional cost will occur for increase in specification.

**Sanitary ware:** Bathrooms –One bath with mixer tap, 500mm basin with full pedestal and mixer tap, toilet with cistern and soft close lid and standard specification allows for Iflo spec £500 for supply including traps. Shower rooms include for a shower tray and riser kit (if required), glass screen and mixer shower head, 500mm basin with full pedestal and mixer tap, toilet with cistern and soft close lid. Cloak rooms to have a 400mm basin with full pedestal and mixer tap, toilet with cistern and soft close lid

**Tile area:** Provisional sums are based on our assumption and basic specification of the works. We base our rate upon standard 10x8” ceramic tiles straight bond with no trims. Unless otherwise stated within the estimate, tiled areas allowed for are as follows:

In bathrooms, full height around the bath and 1.2m on one flank behind the toilet and basin

Cloak rooms- Splash back behind basin (usually 3 tiles)

Kitchen and Utility, between the worktop and the bottom of the units.

Floor tile rates are based on 12x24” or 12x12” straight bond tiles. Provision for Ditra matt or similar will only be included where it is known that the floors are of timber construction and not concrete.

\*These Building Contract Terms and Conditions are to be read in conjunction with the Lansberry Developments Ltd estimate and terms within.





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Lansberry Limited is registered in England No. 7029883.  
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