

# CORNERSTONE 2 LIMITED

Builders • Contractors • Developers • Land • Joint Ventures

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Kingsley  
Northampton  
NN2 7JA

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Fax: 01604 720001  
cornerstone2limited@btconnect.com  
www.cornerstone2.co.uk

## TERMS AND CONDITIONS

1. Cornerstone 2 Limited will provide a written fixed price quotation which the client should accept in writing.
2. Cornerstone 2 Limited will provide all labour, materials and equipment as necessary. Reasonable care will be taken in the use and fixing of any materials or goods supplied by the client but, in such circumstances, no responsibility will be taken by Cornerstone 2 Limited as to their suitability or for any damage to or caused by them.
3. Good quality materials suitable for purpose will be used and are supplied subject to any manufacturer or supplier's conditions of sale. In the event of any materials or goods being faulty, Cornerstone 2 Limited's liability for making good may be limited to such amount as may be recovered from the manufacturer or supplier.
4. The words "provisional cost sum" indicates the amount allowed in the quotation to cover a specific item or piece of work. This sum may rise or fall dependent upon the quantity and quality of the materials chosen by the client.
5. Any variations to the work as set out in the quotation shall be agreed between Cornerstone 2 Limited and the client before commencement of the variation works and shall be recorded and agreed in writing between the parties. Any works undertaken on a daywork basis plus materials and plant will be charged at cost plus 30%.
6. All existing materials removed to allow execution of the works will be disposed of by Cornerstone 2 Limited unless specifically instructed otherwise by the client. No claim will be entered into regarding items disposed of unless notice in writing was provided by the client.
7. The cost of repairs and renewals for any unforeseen works which are not apparent at the time of preparing the quotation will be charged as extras. Any works undertaken on a daywork basis plus materials and plant will be charged at cost plus 30%.
8. Cornerstone 2 Limited has Employers' and Public Liability insurance in place but the client should inform his/her own insurance company of the proposed works to be satisfied that adequate cover is in place. Cornerstone 2 Limited is not liable for the loss of or damage to the works, materials on site or any property of the client, unless the same is caused by negligence (as defined in the Unfair Contracts Terms Act 1977) or breach of contract by Cornerstone 2 Limited.

Cornerstone 2 Limited  
Registered Office Carlton House, High Street, Higham Ferrers, Northants. NN10 8BW  
Company Reg. No. 8644359 VAT Reg. No: 170 4271 31



9. Cornerstone 2 Limited shall, at their own expense, rectify any faults or defects which appear within the agreed defects liability period of the completion of the works, which will not exceed twelve months from the date of practical completion. The client shall inform Cornerstone 2 Limited of any such defects within a reasonable period. Cracks due to normal movement etc. will not be accepted as defects.
10. Prior to commencement of works, the parties will agree what items should be removed from the working area and who will undertake this work. Failure by the client to comply with any agreed clearance may result in additional costs being incurred and time delays.
11. Prior to commencement of the works, the parties will agree on suitable storage of materials and equipment and placement of skips, if required.
12. It is assumed that the client will allow Cornerstone 2 Limited access to hot and cold water, electricity and W.C. facilities (unless an alternative arrangement is agreed prior to commencement of works).
13. Where possible, Cornerstone 2 Limited will provide a works programme but no claim for late completion will be entertained where inclement weather, late delivery of materials, faulty materials or labour problems (beyond our control) occur.
14. In the event of the client amending the contract design during the construction period, Cornerstone 2 Limited shall not accept responsibility for any subsequent delays in the works programme nor any financial penalty. In addition, should the delays cause loss to Cornerstone 2 Limited, then we reserve the right to recover costs from the client.
15. Where required, Cornerstone 2 Limited shall agree working areas which will be enclosed with appropriate signage. Safety clothing and PPE will be worn by operatives at all times. Full site safety requirements are set out in Cornerstone 2 Limited's Health and Safety Policy.
16. Where working as sub-contractors, Cornerstone 2 Limited will require suitable welfare facilities to be provided in line with CDM Regulations, 2007.
17. An invoice will be sent out on completion of the works and shall be paid within fourteen days of receipt (including any disputed works which, if necessary, will be resolved at arbitration and reimbursement will be made if ordered). If the works are of a substantial amount, the parties will agree a payment schedule prior to commencement of the works.
18. Cornerstone 2 Limited reserve the right to charge interest at 5% above current bank base rate on a daily basis on invoices not paid within the agreed period.
19. Any dispute or difference arising from the execution of the work is to be referred, in the first instance, to the Trading Standards Service which may offer a conciliation service OR upon application of either party, to a person nominated by the President of Arbitrators whose decision will be final and binding on both parties.

Contract Name .....

We ..... hereby accept the terms and conditions of  
Cornerstone 2 Limited Building Contractors.

(Signed) ..... (Date) .....