

Agreement for repairs and/or installation of timber Windows

THIS AGREEMENT is made the _____ day of _____ 200__ between:-

1Contemporary Renovations Limited a company incorporated in England and Wales under company number **[number]** and whose registered office is at 268 Higham Hill Road, London E17 5RQ ('Contemporary Renovations'); and

1**[name of company and address]** a company incorporated in England and Wales under company number **[number]** and whose registered office is at **[address]** ('the Client')

Particulars regarding the Goods

Particulars regarding the Services

Action required of the Client

In order for Contemporary Renovations to fulfill its obligations under this Agreement the Client is required to carry out the following matters:-

Payment

AGREED by the Parties through their authorised signatories:

For and on behalf of Contemporary
Renovations Ltd

Signature:

For and on
behalf of

(name)

Signature:

Print name: Richard Thomas

Print

Job Title: Director

name:

Date:

Date:

**THIS AGREEMENT INCORPORATES THE CONDITIONS ON THE FOLLOWING
PAGES**

1. Definitions

In this Agreement, the following words shall have the following meanings:

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'Completion Date' means the date on which the Services will be completed, subject to the terms of this Agreement;

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'Goods' means the **[Timber Windows]** goods to be purchased by Contemporary Renovations, after agreement between the Parties;

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'Services' means the **[window repairs]**;

'Specification Document' has the meaning given in Clause 2.2 and the document attached to this Agreement as Schedule 1;

'Work' means the Services and the Goods that Contemporary Renovations shall provide for and to the Client.

2 Work and materials

2.1 Contemporary Renovations has agreed to provide the Goods the Services to the Client subject to the provisions of this Agreement.

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2.2 At the commencement of the Work, Contemporary Renovations shall submit to the Client a specification for the Goods and Services to be provided. The specification shall specify:

2.2.1 the Goods to be ordered;

2.2.2 the sums payable for the Services and for the Goods;

2.2.3 the Services to be undertaken: and

2.2.4 the time estimates for the provision of the Services;

(('the Specification Document')).

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2.3 On receipt of the Specification Document the Client will sign a copy and return that copy to Contemporary Renovations to signify the Client's agreement as to the Work and the sums payable to Contemporary Renovations for the Services and the Goods. The Client acknowledges and agrees that no Goods will be ordered and no Services will be provided until Contemporary Renovations has received the signed copy of the Specification Document. The Client shall sign and return a copy of the Specification within 14 days of Contemporary Renovations providing a copy to the Client.

2.4 The Specification Document may be varied, or added to, from time to time, in writing and signed by both Parties. The changes shall be clearly identified, together with the additional or different sums to be paid by the Client.

3 Performance of the Work

3.1 **Goods:** on signature of the Specification Document Contemporary Renovations shall order the Goods.

3.2 **Services:** the Parties shall agree the time and place (if not specified in the Specification Document) when the Services shall be performed,

subject to the availability of Contemporary Renovations' staff and agents and the availability and delivery of the Goods.

3.3 Contemporary Renovations shall use reasonable endeavours to complete the Services by the Completion Date or meet such other dates as agreed by the Parties.

3.4 Time shall not be of the essence:

3.4.1 for ordering of the Goods;

3.4.2 for the delivery of the Goods;

3.4.3 for any times for when the Services are to be performed, whether given or agreed to by Contemporary Renovations; or

3.4.4 for the length of time that any of the Services are to take, whether specified in the Specification Document or otherwise; or

3.4.5 for the Completion Date or such other date as agreed by the Parties.

4 Sums to be paid and payment

4.1 **Goods:** when the Goods are ordered, Contemporary Renovations shall invoice the Client for the price specified by Contemporary Renovations of the Goods plus the cost of any insurance, packaging, transportation and delivery charges. Contemporary Renovations may require the Client to pay an amount for Contemporary Renovations' administration costs amounting to no more than **[amount]** % of the cost of the Goods. The Client shall pay the invoice within 5 days of the date of the invoice.

4.2 **Services:** payment for sums due for the Services shall be made within 5 days of the date of the invoices rendered from time to time by Contemporary Renovations.

4.3 All amounts stated are exclusive of VAT and/or any other applicable taxes or levy, which shall be charged in addition at the rate in force at the date any payment is required from the Client.

4.4 If payment of any sum due under this Agreement is not received by any due date specified for that sum, Contemporary Renovations shall be entitled:

4.4.1 to charge interest on the outstanding amount at the rate of **[4]**% per annum above the base lending rate of Natwest Bank ac
cruing daily

4.4.2 to require that the Client make a payment in advance of any Services or part of the Services not yet supplied;

4.4.3 not to provide any further Services or part of the Services; or

4.4.4 to terminate this Agreement as provided for in Clause 13.

5 Delivery of the Goods

5.1 Contemporary Renovations shall deliver the Goods to the address of the Client on the date that Contemporary Renovations shall specify for the delivery ('the Delivery Date').

5.2 For the avoidance of doubt, the Delivery Date or other date given under this Agreement is no more than an estimate, and shall not be of the essence.

6 Risk

1The risk in the Goods shall pass to the Client on the Delivery Date.

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7 Property

1The property in the Goods shall not pass to the Client until Contemporary Renovations has received the payment of the sums due in regard to the Goods (and any other sums that are due or owing to Contemporary Renovations) in full, whether or not delivery has made.

8 The Client's obligations

8.1 The Client acknowledges and agrees that for Contemporary Renovations to be able to provide the Services the Client shall:

- 8.1.1 permit Contemporary Renovations to inspect the premises in advance of the project;
- 8.1.2 carry out the action as is specified in the Specification Document, by the times and dates as set out in that document;
- 8.1.3 co-operate with Contemporary Renovations as Contemporary Renovations reasonably requires;
- 8.1.4 provide to Contemporary Renovations such information and documentation as Contemporary Renovations reasonably requires;
- 8.1.5 obtain all permissions, consents (including, but not limited to, planning permission), and health and safety approvals from such organisations and authorities which are required for the Goods to be installed and for the Services to be carried out;
- 8.1.6 make available to Contemporary Renovations the facilities, resources, working space and staff as specified in the Specification Document and/or as Contemporary Renovations reasonably requires from time-to-time; and
- 8.1.7 instruct the Client's staff and agents to co-operate and assist Contemporary Renovations.

8.2 Contemporary Renovations may charge the Client for any additional reasonable costs and expenses incurred by Contemporary Renovations caused by the Client's instructions, failure to provide instructions, or failure to comply with Clause 8.1.

9 Services

9.1 The Parties shall agree the time and place (if not specified in the Specification Document) when the Services shall be performed, subject to the availability of Contemporary Renovations' staff and agents.

9.2 Contemporary Renovations shall use reasonable endeavours to complete the Services by the Completion Date or meet such other dates as agreed by the Parties.

9.3 Time shall not be of the essence:

- 9.3.1 for any times for when the Services are to be performed; or
- 9.3.2 for the length of time that any of the Services are to take, whether specified in the Specification Document or otherwise; or
- 9.3.3 for the Completion Date or such other date as agreed by the Parties.

10 Termination

10.1 Contemporary Renovations may terminate this Agreement if:

- 10.1.1 the Client does not sign the Specification Document and upon

- Contemporary Renovations giving the Client 14 days' notice following the end of the period specified in Clause 2.3;
- 10.1.2 the Client does not pay the amount(s) specified in the invoice(s) for the Goods and/or Services upon Contemporary Renovations giving the Client 14 days' notice following the date specified for the payment of the invoice(s) in Clauses 4.1 and 4.2;
- 10.1.3 the Client fails to carry out such action as is set out in the Specification Document and upon Contemporary Renovations giving the Client 14 days' notice following the end of the period specified by Contemporary Renovations under Clause 8.1.2.
- 10.2 Without prejudice to Clause 10.1 and any other remedies or rights, either Party may terminate this Agreement at any time by written notice to the other Party ('Other Party') and the notice taking effect as specified in the notice:
- 10.2.1 if the Other Party is in material breach of its obligations under this Agreement, and where a breach is capable of remedy within 28 days, the breach is not remedied with 28 days by the Other Party receiving notice which specifies the breach and requiring the breach to be remedied; or
- 10.2.2 if the Other Party becomes insolvent or if an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Other Party's assets or business, or if the Other Party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.
- 10.3 If this Agreement is terminated because of the reason specified in Clause 10.1 above, then the Client shall pay for all Work carried out up to the date of termination and all sums due for payment after the date of termination which arise from commitments entered by Contemporary Renovations for the performance of the Work prior to the date of termination.

11 General

11.1 Force majeure

1Neither Party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance of this Agreement which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either Party may terminate this Agreement by written notice to the other Party.

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11.2 Amendments

1This Agreement may only be amended in writing signed by duly authorised representatives of the Parties.

11.3 Assignment

1Subject to the following sentence, neither Party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and

obligations under this Agreement without the prior written agreement of the other Party. A Party may, however, assign and transfer all its rights and obligations under this agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other Party to be bound by the obligations of the assignor under this Agreement.

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11.4 Waiver

1No failure or delay by Contemporary Renovations in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

11.5 Further assurance

1Each Party to this Agreement shall at the request and expense of the other or any of them execute and do any deeds and other things reasonably necessary to carry out the provisions of this Agreement or to make it easier to enforce.

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11.6 Severance

1If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

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11.7 Law and jurisdiction

1The validity, construction and performance of this Agreement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

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11.8 Third parties

1For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

Any provisions in this Agreement which seek to exclude or limit the liability of the Seller for breach of the terms implied by the Sale of Goods Act 1979 and Supply of Goods and Services Act 1982 shall not apply where the buyer is a consumer.