



**THIS BUILDING CONTRACT (the "Contract") is  
dated this:  
X day of X, XXXX**

**CLIENT**

Private: XXXX  
(the "Client")

**CONTRACTOR**

X Tingley, Neways Group Ltd, \*\* Lime tree Avenue NR18 0ET  
(the "Contractor")

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**BACKGROUND**

The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.

The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Contract.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Contract, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Contract) agree as follows:

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**SERVICES PROVIDED**

1. The Client hereby agrees to engage the Contractor to provide the Client with the following services (the "Services"):
  - General Building Renovations & Maintenance - which may or may not include, ceramic tiling, bathroom and/or kitchen installations, painting & decorating among other trades as per client brief..
2. The Services will also include any other tasks which the Parties may agree on, or may be necessary for the success of the project (including administration, customer service, accounts etc)...

The Contractor hereby agrees to provide such Services to the Client.

**TERM OF CONTRACT**

3. The term of this Contract (the "Term") will begin on the date of this Contract and will remain in full force and effect until the completion of the Services, *subject to earlier termination as provided in this Contract*.
4. The Term may be extended with prior consent of both Parties. In the event that either Party wishes to terminate this Contract prior to the completion of the Services, that Party will be required to provide 28 days' written notice to the other Party. The client may remain liable for any unpaid costs invoiced and/or incurred.

**PERFORMANCE**

5. The Parties agree to do everything necessary to ensure that the terms of this Contract take effect.

**CURRENCY**

6. Except as otherwise provided in this Contract, all monetary amounts referred to in this Contract are in GBP.

## **PAYMENT**

**7.** The Contractor will charge the Client for the Services as follows (the "Payment"): • a rate of (up to) £XXX per day, for main contractor, and £XXX per sub-contractor, *per Estimate, Quotation or other agreement*

**7a.** The Contractor will charge the Client for Materials required and sourced to complete the project, by arrangement only; which will be outlined in writing within the original (*or revised*) Estimate/Quotation, or other written agreement, and may include: • *general building materials such as (but not limited to) tiles, adhesives, grouts, timber and other general building materials (nails, nuts, bolts, etc), required tools, skip hire, etc...*

**Invoices submitted by the Contractor to the Client are due upon receipt.**

**8.** In the event that this contract is terminated by the client prior to completion of services, but where services have been partially performed, the contractor will be entitled to pro rata payment of the works carried out to the date of termination, provided there has been no breach of contract on the part of the contractor.

**9.** The Contractor will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and the Contractor will indemnify the Client in respect of any such payments required to be made by the Client.

**10.** The Contractor will be solely responsible for the payment of all remuneration and benefits due to the employees of the Contractor, including any National Insurance, income tax and any other form of taxation or social security costs.

## **REIMBURSEMENT OF EXPENSES**

**11.** **The Contractor will be reimbursed for reasonable and necessary expenses incurred by the Contractor in connection with providing the Services - as outlined in section 7a. of this contract.**

**12.** The Client understands that additional expenses may be incurred due to manufacturer and suppliers price changes, and other inflations beyond the Contractor's control. The Contractor agrees to discuss all price changes with the Client, and understands the Client must pre-approve any price changes.

## **INTEREST ON LATE PAYMENTS**

**13.** Interest payable on any overdue amounts under this Contract is charged at a rate of 2.90% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

## **CONFIDENTIALITY**

**14.** Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

**15.** The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorised by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Contract.

**16.** *Please Note: If the Contractor suspects any illegal activity, or domestic violence within the household, Safeguarding issues will always supersede the Confidentiality clause.*

17. All written and oral information and material disclosed or provided by the Client to the Contractor under this Contract is Confidential Information regardless of whether it was provided before or after the date of this Contract or how it was provided to the Contractor.

#### **OWNERSHIP OF INTELLECTUAL PROPERTY**

18. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trade mark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Contract, will be the sole property of the Contractor. The use of the Intellectual Property by the Contractor will not be restricted in any manner - unless otherwise agreed by both Parties.

19. The Client may not use the Intellectual Property for any purpose other than that contracted for in this Contract except with the written consent of the Contractor. The Client will be responsible for any and all damages resulting from the unauthorised use of the Intellectual Property.

20. The Contractor may take images, and videos throughout the duration of the project for the purposes of evidence of workmanship; and may choose to use before and after images for Social Media and Marketing purposes - unless specifically requested otherwise by the Client in writing.

#### **RETURN OF PROPERTY**

21. Upon the expiry or termination of this Contract, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

In the event that this Contract is terminated by the Client prior to completion of the Services the Contractor will be entitled to recovery from the site or premises where the Services were carried out, of any materials or equipment which is the property of the Contractor or, where agreed between the Parties, to compensation in lieu of recovery.

#### **CAPACITY/INDEPENDENT CONTRACTOR**

22. In providing the Services under this Contract it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Contract does not create a partnership or joint venture between them, and is exclusively a contract for service.

#### **RIGHT OF SUBSTITUTION**

23. Except as otherwise provided in this Contract, the Contractor may, at the Contractor's absolute discretion, engage a third party sub-contractor to perform some or all of the obligations of the Contractor under this Contract and the Client will not hire or engage any third parties to assist with the provision of the Services.

#### **In the event that the Contractor hires a sub-contractor:**

24. The Contractor will pay the sub-contractor for his/her services and the Compensation will remain payable by the Client to the Contractor, unless stipulated and agreed otherwise. For the purposes of the indemnification clause of this Contract, the sub-contractor is an agent of the Contractor.

#### **AUTONOMY**

25. Except as otherwise provided in this Contract, the Contractor will have full control over working time, methods, and decision making in relation to provision of Services in accordance with the Contract. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

## **EQUIPMENT**

26. Except as otherwise provided in this Contract, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

## **NO EXCLUSIVITY**

27. The Parties acknowledge that this Contract is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

## **NOTICE**

28. All notices, requests, demands or other communications required or permitted by the terms of this Contract will be given in writing and delivered to the Parties at the following addresses:

a. Private \_\_\_\_\_

b. Neways Group Ltd 10 Lime tree Avenue

*or to such other address as either Party may from time to time notify the other.*

## **INDEMNIFICATION**

29. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Contract.

This indemnification will survive the termination of this Contract.

## **MODIFICATION OF CONTRACT**

30. Any amendment or modification of this Contract or additional obligation assumed by either Party in connection with this Contract will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party.

## **TIME OF THE ESSENCE**

31. Time is of the essence in this Contract. No extension or variation of this Contract will operate as a waiver of this provision.

## **ASSIGNMENT**

32. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Contract without the prior written consent of the Client.

## **ENTIRE AGREEMENT**

33. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Contract except as expressly provided in this Contract.

## **ENUREMENT**

**34.** This Contract will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

## **TITLES/HEADINGS**

**35.** Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Contract.

## **GENDER**

**36.** Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

## **GOVERNING LAW**

**37.** This Contract will be governed by and construed in accordance with the laws of England.

## **SEVERABILITY**

**38.** In the event that any of the provisions of this Contract are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Contract.

## **WAIVER**

**39.** The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Contract by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

## **DISPUTE RESOLUTION**

**40.** Neways Group Ltd is a member of the Norfolk Trusted Trader scheme. In partnership with Reference Line, Norfolk Trusted Trader offers independent dispute resolution.

We will always endeavour to resolve any client disputes fully and fairly through our own internal processes however, in the event a complaint cannot be resolved internally, we will write a final letter to you called a 'deadlock' letter. This letter signals that we have reached the end of our internal complaints procedure and that you may now progress your issues to independent dispute resolution through Norfolk Trusted Trader.

For more information please go to the Norfolk Trusted Trader website [www.norfolk.gov.uk/trustedtrader](http://www.norfolk.gov.uk/trustedtrader) and follow the link to 'Trusted Trader disputes'.

**This contract is made effective from the date of accepted estimate, and/or receipt of financial imbursement made by the Client XXX in the amount of £XXX to the Contractor;**

Neways Group Ltd

**On this XX day of the month of XX, XXXX**