

Terms of Business.

Terms and Conditions

JAM Properties Limited Trading As Ella Lewis Property Group Terms and Conditions of trading.

Definitions:The Company (JAM Properties Limited TA Ella Lewis Property Group Limited)

The Client (The client who orders the work)

1. The Quotation: The Company's quotation is subject to the following conditions and forms part of this offer which must be incorporated in any order or contract.

It is The Client's responsibility to provide clear unambiguous information in writing and /or preferably on a drawing describing the work to be carried out.

The quotation will be The Company's interpretation of The Client's requirements and may not include all the work that The Client wishes to have undertaken.

The quotation is net (exclusive of VAT) unless otherwise stated and will remain open for acceptance for a period of four weeks from the date hereof, after which, it may be subject to revision or be withdrawn, subject to availability of plant, labour and materials at the time of placing the order in writing. Items of work not described in the quotation may not be included in the quotation cost.

The quotation is based on The Company being given unrestricted access during the hours of 7.30am to 5.30pm Monday to Friday and any extra hours, which The Company elects to work (with The Client's prior agreement) to facilitate The Company's operations without interruption. All delays caused by matters causing delay or extra work which are outside The Company's control, or requested by The Client, will be charged at The Company's current hourly rate.

2. The Contract: A contract will be established when The Client gives a verbal or written order to proceed with the work

(A) If after seven days of placing an order The Client cancels the contract or any significant portion of the work ordered, then The Client shall be liable to pay The Company all direct costs plus a charge for disruption and loss of earnings

(B) The Client has the right to cancel the contract within the period of 7 days from the date of the contract or signing of the contract, to exercise this right the client shall deliver or send (including electronic mail) written notice of cancellation.

If The Client wishes The Company to carry out work where a price has not been agreed, or is of a provisional nature, then The Company shall charge according to time taken at agreed hourly rate plus a charge for materials and plant used.

3. Specification & Drawings: The Client is responsible to The Company for gaining local authority and other statutory approvals to carry out the work and for ensuring the accuracy of any specification, design or drawings provided to The Company and for giving The Company any necessary information relating to the contract, allowing sufficient time for The Company to progress the contract works in accordance with its terms and as a continuous operation.

4. Program/Progress of work: Every effort will be made to keep to the date given for commencement of the works but The Company accepts no liability in case of failure to do so.

If progress or completion of the contract works is delayed for any reason outside The Company's control, then The Company may give notice and request a fair and reasonable extension of time for completing the work. The Client may then be liable to pay The Company for all additional costs resulting from the delay

Should The Client consider The Company to be responsible for delay, it shall be a condition precedent to the consideration of any claim made against The Company that written notice of the alleged delay be given to The Company within seven days of the delay having occurred.

5. Title and Risk: Risk in the goods shall pass to The Client when the goods are delivered. The property in the goods shall remain with The Company until The Client pay all sums due to The Company, whether in respect of this contract or otherwise.

6. Terms of Payment:

(A): The Company will, at regular intervals during the contract, prepare a valuation and request interim payments from The Client until work is complete. These valuations will be based on an assessment of the total job value completed or part completed and will include the cost of any unfixed materials. The Client shall pay these valuations within 7 days of receipt. If The Client disagrees with The Company's valuation account then The Client should pay the proportion, which is acceptable, giving valid reasons for the shortfall (preferably in writing). Deduction to The Company's account may only be made if accompanied by a valid reason. The Client's payment will signify that The Client has inspected the work and is happy that the work so far carried out is to The Client's approval.

Should The Client fail to settle any invoice by the due date other than for a valid reason then all other invoices become payable immediately by The Client and The Company shall be entitled to cease work and leave site. The Company shall also be entitled to charge a late payment fee at the rate of 10% per calendar month from the due date to the date of settlement.

(B): Discount If we offer a discount, the discount may be deducted from the payment of our final valuation and may only be deducted if all valuations have been paid in full and in accordance with our “terms of payment” paragraph (A) above.

7. Guarantees: The Company will exercise all proper care to ensure that the work is soundly and adequately constructed in the way and for the purpose for which The Client has requested and that when finished it complies with:

The requirements of Building Regulations (see also Item 3 above)

The requirements of the NHBC (if a new property)

Gas Safe regulations and NICEIC/Stroma electrical regulations

As well as 12 month parts only guarantee, The Company will rectify any defects in workmanship reported to them within 6 months of the work finishing.

Some products and services, such as double glazing and damp proofing work, may carry a longer guarantee (Please ask for details).

8. Free Issue Services: The Company requires the following to be freely available at all times:

Suitable access to carry out the work

Suitable storage for plant and materials

Supply of electricity and clean water

Use of washing and toilet facilities

9. Liabilities: The Client shall indemnify The Company against all claims, damages and costs arising out of the execution of the works unless such claims, damages and costs can be shown to be due to the negligence of The Company. It shall be a condition precedent to the consideration of any claim that The Company has been negligent, that written notice of the alleged act of negligence be given to The Company within seven days of such an act having occurred.

The Client is responsible for gaining 'Party Wall' agreements (details of 'Party Wall' agreements available on request). The Company shall not be liable for any damage or nuisance caused to neighbour's property during the normal execution of the contract works. The Client is responsible for notifying, informing and agreeing with the neighbours the manner and sequence of work to be undertaken.

10. Insurance: The Company is insured for:

Employer's Liability

Public Liability insurance cover up to a limit of £1,000,000

The Client shall ensure that the property is fully insured for normal risks for the duration of the contract.

11. Arbitration: Should any other disagreement arise in connection with or out of this contract the matters in dispute shall be referred to arbitration in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force.

12. Invalidation: These conditions have effect in substitution for and to the exclusion of any conditions put forward by The Client.

Should any term in this contract be held to be invalid such invalidation will not affect the validity of the remaining terms.