

Household Repairs, Maintenance and Home Improvement Contract

1. Between (the employer - the householder)

of

.....

and (the contractor)

of

.....

.....(full address and telephone number)
2. The contractor will carry out and complete the following work for the fixed sum of £.....plus VAT (if this applies) at £.....(itemised as appropriate where varying rates apply) to a total of £..... (If there is not enough space below, refer to separate specification, including any separate designs by architects or other designers).
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3. The work will start on/...../..... and will be completed by/...../.....The contractor will not leave the site for more than 5 working days in a row without a reasonable explanation, and will carry out the work using reasonable skill, care and progress. The contractor will tell the employer straight away of any problem likely to cause any delay and/or extra cost. If the contractor cannot meet the original completion date because of things outside their control, such as bad weather or sudden illness, they will agree extra time with the employer for carrying out the work. This does not automatically mean extra cost to the Client.
4. The contractor will provide everything necessary for, and be responsible for, carrying out the work properly and efficiently, including labour, materials and equipment, unless the employer says otherwise in writing. All materials will be fit for their purpose, and will be new unless the employer has agreed otherwise in writing.
5. The following person is responsible for getting any necessary planning permission and building regulations consent and must make all notifications, arrange inspections and pay any application fees in connection with the work:
The Employer / The Contractor (Delete as applicable).

6. The employer will, where practical, make sure there are no obstructions on the site, such as blocked paths or driveways, and remove all furniture, fixtures and fittings that are necessary for the contractor to carry out the work. The employer will provide the necessary facilities (for example, power and water) without detriment to the normal usage of the property, as long as the contractor gives them plenty of notice.
7. The contractor will only carry out variations to the work (for example, extra or different work) if they have written instruction from the employer, including agreement to extra costs and time for completing the contract.
8. The contractor will take full responsibility for the work, including any work carried out by his subcontractors. They will put right, at their own expense, any loss or damage caused either by himself or his subcontractors. The contractor will also insure against any loss or damage to the work or materials under a contractor's 'all-risks' policy. The contractor will give the employer appropriate evidence of insurance if they ask for it.
9. The contractor will meet legal insurance requirements for their employees; and provide suitable cover against injury to third parties or damage to third party property under public liability insurance, to a minimum of £2 million. The contractor will give the employer appropriate evidence of insurance if they ask for it.
10. The contractor will tell the employer if they plan to subcontract the work, or any part of the contract, and will make sure that any subcontractors meet the standards required.
11. The contractor will be responsible for maintaining safety on the site, in accordance with legal requirements; and keeping the site tidy while work is in progress, including removing rubbish as necessary. When they have completed the work, they will leave the site clean and tidy, and remove all rubbish. The contractor will meet any legal requirements for removing waste products (including hazardous waste).
12. **For short-term projects or projects normally under £5K in value.** When the contractor has completed the work to the satisfaction of the employer, the employer will pay the contractor the full amount within 14 days of receiving the final invoice.
13. **For long-term projects or projects normally over £5K in value.** The employer and contractor may agree that the employer will pay in instalments as certain stages of the work are completed to the employer's satisfaction. The contractor will give the employer an invoice at each stage with details of the work they have carried out as set out on a separate payment schedule (to be attached). The employer should make all payments within 14 days of the invoice date.
14. The employer may end the contract by sending the contractor a written notice if the contractor:
 - does not carry out the work with reasonable skill, care and progress, or

- stops the work before it is finished without reasonable cause; or
- does not follow the employer's instructions without reasonable cause for 14 days after receiving a written notice specifying the failure; or
- goes into bankruptcy or liquidation.

In any such case, the contractor must stop working, and another contractor may be employed to complete the agreed works. The cost of doing this will be deducted from any amount due to be paid to the contractor.

15. The contractor may end the contract by sending the employer a written notice if the employer:

- delays the work for four weeks or longer without reasonable cause, except by previous agreement; or
- does not make the agreed stage payments for work that has been completed to their satisfaction for 14 days after receiving a written notice that the payment period is over; or
- goes into bankruptcy.

In any such case the employer must pay for the work already carried out, as well as for goods and materials legitimately purchased for the work.

16. The contractor will co-operate with advice agencies and local authorities acting on the employer's behalf.

The Employer's signature:Date:.....

The Contractor's signature:Date:.....

NB. If applicable under legislation governing the provision of consumer credit or unsolicited visits to a consumer's home the employer has the right to cancel this contract for a period of 7 days from the date of signature. The contractor will provide a cancellation form for this purpose.