

Downton Property Builders Terms & Conditions

This is an estimate PLEASE NOTE that prices may vary, this quotation is valid for 4 weeks from the date of issue. If acceptable on completion the client has 14 days from receipt of the invoice to make the required payment as requested. All the materials remain the property of Downton property Builders until full payment has been received.

On accepting a quote from Downton Property Builders a deposit will be required to obtain a start date for the works to be carried out. Once a start date is given any cancellation will forfeit 50% of the deposit put forward an additional 25% will be forfeit if works have already begun bringing the total to 75% of the deposit sum.

If payment is not received within 14 days of receiving an invoice, Downton Property Builders holds the right to add interest to the remaining outstanding sum at standard statutory base rate of the Bank of England, this will be applied daily until the debt is recovered. Downton Property Builders reserves the right to take legal action against the client if an outstanding balance is not settled to which the client may incur legal fees. PLEASE NOTE if required bailiffs will be appointed to any outstanding balance to which the client will incur the fees related to this course of action. By paying the deposit required by this quote the client is agreeing to terms & conditions set out by Downton Property Builders as stated.

All payments are to be made directly to Downton Property Builders office only. If payment is given to a sub-contractor Downton Property reserves the right to claim payment from the client and the client will need to seek a refund from the person/company they have wrongly paid.

All materials supplied by Downton Property Builders are under no guarantee unless otherwise agreed with the client, in such a case a certificate of the guarantee will be issued. Once works are completed Downton Property Builders will only return within 2 weeks of the completion date to rectify work, after this period any call outs can and may be charged a call out fee and any costs for labour/materials.

Addition works and costings if requested on site without going through Downton Property Builders office the client will be charged a day rate of £250 + VAT and any additions costs for materials supplied by Downton Property. The client agrees not to stall works that are being undertaken by Downton Property Builders once instructed moving the start date may result in additional charges, if the client stops Downton Property Builders from completing works that have been started/booked or decides to use a different company to undertake the works that have started then Downton Property are entitled to request the full price agreed.

The client agrees to supply electricity, water and toilet facilities to all workers and sub-contractors of Downton Property Builders for the full duration of the works, if these means are not supplied by the client as requested Downton Property has the right to bring the site up to health and safety standards and charge the client accordingly. Downton Property agrees to secure the site if such means are supplied by the client, however in the case of a fire, burglary, other contractors or any outside factor cause damage to any works undertaken by Downton Property we are under no obligation to rectify this but will provide a quotation for such repairs to take place.

If Downton Property go through any pipe-work throughout the duration of excavating it will be the client that holds the responsibility for the cost of rectification. The client holds the responsibility to obtain planning permission for the works as and where required. If believed the premises in which they have been instructed to work contains asbestos Downton Property have the right to remove a section of the area for asbestos testing to ensure the safety of all workers and sub-contractors, sample testing cost to be met by clients at a rate of £200 + VAT per area, if asbestos is found to be present a further quotation for the removal and disposal of the hazardous substance before undertaking any of the works planned.

As per terms & conditions previously stated in this contract the client will be liable to pay Downton Property the remaining funds for the works if for any reason they are unable to carry out accepted works as laid out in the quotation. Downton Property reserve the right to stop all works in the interest of health & safety standards being upheld.

Second payment terms & conditions.

Second payment is due after 50% of the works due to be undertaken are complete or if plumbing/electrical works are involved the 2nd payment would be due after the first fix stage of the work, this will be decided by the site manager who has been appointed to your works. In cases of structural work being carried out payment may be requested once first phase of these works have started. The company director Tina Stavri will have final say over all on-site deliveries. In such a case where a road closure is applicable to obtain plant hire or material deliveries this falls to the responsibility of the client to obtain necessary access/permissions, failure to do so may result in delays in re-ordering plant hire and goods. PLEASE NOTE if any charges are incurred from suppliers as result the charges will be met by the client. The second stage payment is non-negotiable and will need to be paid within 3 days of the requested date, failure to pay within sufficient time will result in Downton Property Builders stopping works until the second payment is received. Failure to make the second payment will result in legal action as previously stated within this document.

Verbal and physical abuse will not be tolerated under any circumstances, in such a case Downton Property employees or sub-contractors are exposed to violent or threatening behaviour they reserve the right to leave the premises in a safe manner insuring all plant machinery and tools are left safely. Downton employees are urged to contact the police if violence becomes an issue on site.

Scaffolding and Exterior works

If scaffolding is required for exterior works, once the work has been signed off even if verbally agreed with the client that they are happy, after removing the scaffold the client should be aware that any future works wished carried out which may need the scaffold erected the cost would be met by the client and not Downton Property. Before work commences it falls on the client to make sure that the property is clear and ready to work, if furniture needs to be moved to allow access the client may be charged.

The client agrees not to leave negative reviews or comments on the internet without first contacting Downton Property Builders and first offering a chance to rectify any issues that the client may be unhappy. If Downton Property get refused the chance to rectify any issues the client will refrain from discussing Downton property in a negative way either by mouth or over the internet. Downton Property Builders will not pass on any information to third party organisations for cold calling or promotional use.

If structural works are required at the property the client will need to obtain a full report from a certified engineer, the measurements provided will be taken as confirmed by the client and if any alterations to measurements or steel placement will incur further costs to the project and will fall on the client to meet the costs. If the steel measurements provided turn out to be inaccurate after installation the structural engineer will meet the cost through the company insurance, if the contractor does not hold insurance which covers such errors the cost will be met by the client. If the project requires architect drawings and errors occur while working off the drawings provided the alterations would be down to the client to instruct the architect direct and notify Downton Property Builders before undertaking the work. If in such circumstances where the works are carried out before the alterations to the drawings have been made the client must accept full responsibility for providing inaccurate plans and will be charged to rectify the drawings as well as the works. If there are changes to any architectural plans/drawings these will need to be provided to Downton Builders immediately.