



miles  
Construct Ltd

Miles Construct Ltd  
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This Agreement is made upon acceptance, either verbally or written, of the provided quotation or estimation.

#### Article 1. Definitions

- a. Principal Contractor is: Miles Construct Ltd.
- b. Client is: the person or entity that is requesting/seeking services from the principal contractor.
- c. Subcontractor(s) is/are: other professional(s) the principal contractor may commission to complete works on our behalf.
- d. PC SUM is: a predicted calculation sum, and used when the item being quoted is specialised, requires a subcontractor(s), or may vary with design choice. This will be our best estimate. However, as it is an estimation of cost it may be subject to variation or change.
- e. Quotation: a formal offer made from the principal contractor to the client.
- f. Estimate or estimation: this is not a definitive quotation and may be subject to change.
- g. Contingency: is a percentage added onto a quotation as a provision for possible circumstances discovered by Miles Construct during works, that are not accounted for in the detailed quotation and shall not be used or included within PC SUMs or design choices.
- h. Project: is the word used to describe the construction, building, repair, or maintenance work being undertaken.
- i. OHP: overheads and profits

#### Article 2. Agreement and contract of work

- a. The quotations produced are done so in an aim to be as transparent and detailed as possible to avoid any potential misunderstandings relating to the project.
- b. Only the itemised works outlined on the quotation are included in the costings for the project. If you require the quotation to be amended, please let us know and we will facilitate this for you.
- c. Any additional works found or requested are not included in the original quotation price and will be charged as an addition. Additional work can be agreed upon verbally or in writing.
- d. Additional work and design choices are not included in, or to be subtracted from, the contingency.
- e. No works should be agreed until the client has suitable financial arrangements in place.
- f. All building and other materials provided by the principal contractor or subcontractor remain the property of Miles Construct Ltd until full and final payment is received and cleared. After the final payment has been received and cleared, the ownership shall pass to the client.
- g. Material cost may exceed that originally quoted due to inflation and price rises within the industry.
- h. Access to site to collect and remove our equipment, tools and unused materials shall be granted by the client without the enforcement of trespassing laws until the full and cleared final payment is received.
- i. Quotations are valid for a period of 30 days from the date on the quotation.
- j. Invoices will be raised periodically during the course of works. These invoices should be cleared by the due date shown on the invoice. All invoices will be given a 1-week term date for payment. Unless agreed otherwise at the start of works.
- k. Without affecting the principal contractor's rights, if the client does not pay the sum payable by the date on the invoice received, the principal contractor reserves the right to suspend work and the principal contractor's obligations until payment is made in full.

### Article 3. Statement of work

- a. Principal contractor and client will agree to practical arrangements for completion of job that causes minimal disruption to the client whilst allowing work to be carried out efficiently by the principal contractor/subcontractor(s).
- b. The principal contractor has Public Liability Insurance, which includes a contractor's risk policy.
- c. All client's details are recorded and retained in line with GDPR.
- d. In the event of unforeseen difficulties arising, or circumstantial changes, the quotation or estimation cost may be revised to reflect the situation.
- e. The principal contractor or subcontractors will not take any responsibility for injury to pets roaming freely.
- f. The principal contractor reserves the right to make amendments to the works which are necessary to comply with any applicable law or safety requirements. The cost of any such amendments would be the responsibility of the client and are not included within the quotation.
- g. When carrying out works we will use all reasonable care and skill to complete the works.
- h. The principal contractor may employ subcontractors to undertake work on site. Each individual subcontractor takes full responsibility of their own third-party liability. The principal contractor will oversee all works to completion and take general responsibility for the contract agreed with the client.

### Article 4. Client's obligations

- a. Provide such access to the property subject to the works and in line with Article 2.g.
- b. Co-operate with the principal contractor or subcontractor(s) regarding all matters relating to the works.
- c. Use of facilities – such as, toilets, warm water, and rest place available at all times are reasonably requested by the principal contractor or subcontractors unless agreed otherwise.
- d. The client is to ensure that invoices are cleared and paid by the due date. The client understands that failure to do so may result in the suspension of work and removal of materials unpaid for.
- e. Is responsible to ensure that all property including floors, carpets, doors, furniture, other personal artifacts etc, are removed or protected prior to the commence of work.

### Article 5. Obligations and warranties.

- a. All clients will benefit from a full guarantee on our workmanship for a period of 12 months. This guarantee covers all new-build work only and does not apply to repair work, renovations, restorations, refurbishments, and alterations carried out unless agreed in writing before the start of any contract. Our guarantee covers all new work and new materials used in construction but does not guarantee the integrity of any existing structures, materials, or decorations. New-build structures are covered by our guarantee against water ingress. Ingress of water through existing structures is not covered by this guarantee.
- b. Any repairs to buildings, roofs, infrastructure or any existing workmanship or related materials are not covered by our guarantee.
- c. Materials are guaranteed in accordance with manufacturers guarantees and warranty periods where applicable.
- d. Subsidence issues (sinkage below slabs, subsidence below new or existing foundation, or movement of foundations or floors etc.) are not covered within our guarantee agreement.
- e. Protection of existing surfaces (floors, carpets, doors, furniture etc). We will endeavour to take care and protect all existing surfaces and client's property using dust sheets or plastic sheeting. However, responsibility for the protection from damage to any surfaces (floors, carpets, doors, furniture etc) remains that of the clients. And arrangements should be made by the clients to protect these prior to work commencing.
- f. Charges may apply for remedial work carried out beyond guarantee dates or to items not covered by our guarantee.
- g. When a request to action our complaints procedure is received, we must investigate and aim to provide a resolution as per our complaints procedure.

## Article 6. Payments

- a. Invoices are on a 7 day payment term.
- b. Payments can be made via BACs or cheque.
- c. Invoices remaining unpaid after the specified 7- day payment term will be subject to the following initial late payment charges: £100 late payment charge for invoices over £1000. £50 late payment charge for invoices under £1000. Every 7 days - while the payment owed is still outstanding - a 10% weekly finance charge will also be applied to the amount already outstanding on the invoice.
- d. Alternative and tailored arrangements for payments can be agreed upon if required. This must be agreed in writing before work commences.

## Article 6. Declaration

The commencement of work signals the agreeance of all parties outlined in Article 1.a,b,c to all articles and their subsections set out in these terms and conditions. Any variation or differing agreements must be agreed to in writing prior to the commence of work and signed by both parties.