

Terms and Conditions – Andrews Group Leeds Ltd

This document is to be used in conjunction with the signed contract and signed Terms and Conditions which you will be provided with at the start of your project.

Variations (Omissions and Additions)

Andrews Group Leeds Ltd prides itself on giving their customers an excellent customer service throughout the project. All work which is presented to Andrews Group Leeds Ltd at the initial stages of discussions will be quoted for. Anything which Andrews Group Leeds Ltd will not be implementing will also be agreed.

Variations to quoted works can arise for a number of reasons. Sometimes a customer decides that they would like to remove a piece of work which was originally quoted for – this is an omission. Sometimes a customer decides they want additional work to be completed as part of their contract by Andrews Group Leeds Ltd – this is an addition.

If a variation to the work is caused by an undiscovered geological problem or an unforeseeable event which means that Andrews Group Leeds Ltd will have to do additional work, then this is something which the customer will be told about in advance. Additional costs may be incurred in this event.

Omissions to the project will have to be discussed with Andrews Group Leeds Ltd as soon as you have decided to remove an item of work. Andrews Group Leeds Ltd will provide you with a revised quote for this and if materials have already been ordered, or time has been spent on this aspect of work, this is something which you may have to pay for. We will try to avoid this situation wherever possible.

Additions to the original specification will be charged for by Andrews Group Leeds Ltd if additional time and/or materials are required to complete the additional work. Andrews Group Leeds Ltd will provide you with a quote for this work in advance of this work being carried out (often verbal agreements are made on site for this additional work to take place). Andrews Group Leeds Ltd will not vary the price of your works unless you instruct us that you require additions or omissions (barring the exception of an increase in material costs which could not be foreseen by Andrews Group Leeds Ltd at the time of quoting).

Other Contractors

For certain aspects of this project, additional Contractors will be required to carry out certain aspects of work.

Below is a non-exhaustive list of subcontractors who you may use as part of your project.

Windows - Unless otherwise agreed, windows and external doors are not included in my quote. I would recommend that you use my preferred supplier Max Glass who is on Yeadon high street.

Plumbing – Unless otherwise agreed, plumbing quotes will be provided to you separately to my quote. I will pass on your details to my preferred plumber (Martin Lee Plumbing) and he will contact you separately, if you wish, to have him quote for your plumbing requirements.

Electrics - Unless otherwise agreed, electric quotes will be provided to you separately to my quote. I will pass on your details to my preferred electrician (<https://www.elec-sys.co.uk/>) and they will contact you separately, if you wish, to have him quote for your electrical requirements.

External Rendering – Unless otherwise agreed, external rendering will be estimated at a price per square meter for your project. I will pass your details to my preferred rendering company (to be confirmed) and they will contact you separately, if you wish, to have him quote for your rendering requirements.

You may wish to obtain a few different quotes from different suppliers for the work mentioned above. Andrews Group Leeds Ltd would strongly advise that you work with our preferred list of Contractors suggested above. Often, they will need to complete aspects of their work in order for us to continue with our work. This is why we work with preferred Contractors as we know they will be available at all times when needed and we have a proven professional relationship with them. Andrews Group Leeds Ltd are not responsible for any delays caused by External Contractors or any cost which is associated with these Contractors. You are not insured by JMA for other works in relation to their works.

Items Included

Unless otherwise agreed, Andrews Group Leeds Ltd will quote for all affected areas of the project to be plastered.

The quote includes standard internal doors, skirting, architrave (Howdens mid-range selection). You will be asked to confirm the exact types of second fix joinery once the project is started. If you require different items, you may be asked to source these yourself (specialist supplier) or pay for the difference in the cost if they are available in standard outlets that often supply hardware to Andrews Group Leeds Ltd.

Items Not Included

Unless otherwise agreed, items not included are usually (but not limited to);

- Kitchen – you will have to purchase and supply your kitchen. We will fit the kitchen if this is something which has been agreed and quoted for.
- Bathroom Suite(s) – you will have to purchase and supply your bathroom suites. I would recommend that you do this in conjunction with finding your plumber as they will be able to advise on this. Normally your bathroom suite is fitted by your plumber. This also includes bathroom flooring unless otherwise stated. 'No More Ply' or tanking for the walls is not included and will be charged as an extra and this is usually something which is completed by a tiler. Any specialist design of bathrooms such as niches, extra framing out of specialist hardware etc will be chargeable as an extra.
- Underfloor heating and preparation for this unless otherwise stated.
- Decorating
- Finished Flooring
- Patio
- Tiling
- Garage door
- Gas and Electrics Mains Changes
- Any specialist subcontractors or suppliers – for example, Asbestos or Chemical removal.
- External Works

Please note that Andrews Group Leeds Ltd will work alongside any subcontractors throughout this implementation. By hiring Andrews Group Leeds Ltd, you will agree to instruct Andrews Group Leeds Ltd to build and supply the list of works which are agreed at the beginning of the project. If you feel like you would benefit from additional design and consultation experience throughout the project, then you should consider hiring a specialist person or team to do this.

External Works

Your requirements for any external works should be provided to Andrews Group Leeds Ltd at the start of the project and this will be quoted for.

Delays

When you agree to Andrews Group Leeds Ltd starting work on your site, you understand that they will make every attempt to be onsite daily (unless otherwise agreed). Sometimes issues occur which are out of their control. For example, bad weather or staff illness. Customers will be told when this occurs and the work will be completed when it is possible to complete the work.

Many other items can cause delays to a construction project. Materials need to be available when required and although Andrews Group Leeds Ltd will make every attempt to ensure that materials are ordered on time so that they are available when needed, the current crisis has made this sometimes impossible. Customers will be given the opportunity to order an alternative item which may arrive sooner or the project may be put on hold in order to wait for the materials to arrive. This is often the case with bespoke items (windows, doors, specialist materials) which customers choose as part of their build. Andrews Group Leeds Ltd will work with you to ensure that all materials are ordered as soon as it's possible to order them.

Changes to your specifications can cause delays throughout a project. Please see the section on Variations above.

Materials and Fuel – price variations

There have been price increases for certain materials in recent times. In all cases, Andrews Group Leeds Ltd is constantly reviewing the price of materials and the overall effect of this price increase on their construction projects. In some instances, Andrews Group Leeds Ltd has had to write to customers to notify them of a specific price increase of a material as this is a cost which will be passed onto the customer. You agree to pay for this increase in materials and fuel when you instruct Andrews Group Leeds Ltd to carry out your building works.

Other Items to Consider

- Site Security is not part of this contract. Andrews Group Leeds Ltd will do our best to ensure that the site is secure but any breach of this will be dealt with by the customer. Andrews Group Leeds Ltd is covered by insurance for loss of our tools and equipment.
- On Site Safety – When Andrews Group Leeds Ltd is working on site, the staff employed by Andrews Group Leeds Ltd are insured to work and carry out the tasks which they have been asked to do. Customers enter the site at their own risk and Andrews Group Leeds Ltd are not liable for any accidents or injuries which may occur to any person who is not employed by Andrews Group Leeds Ltd.
- Skip hire and removal of waste in relation to the works we are carrying out is included as part of this contract. The skip space belongs to Andrews Group Leeds Ltd so only materials pertaining to the agreed list of works to be carried out should be put into our skips.
- We kindly ask that you remove furniture and valuables prior to our work commencing. This is the responsibility of the customer unless otherwise agreed with Andrews Group Leeds Ltd.
- On occasion, bespoke bathrooms and kitchens may require additional time and resources from Andrews Group Leeds Ltd. In most cases we are happy to do additional work for you to ensure that your design is achieved but any additional time or materials will be charged for.
- Accurate kitchen plans are to be produced and be made available to Andrews Group Leeds Ltd if we have agreed to fit your kitchen. This also applies to utility rooms or any other areas in the property which require Andrews Group Leeds Ltd to spend time and/or materials.
- The condition of existing floors and other timber constructions in your property are to be assessed on site as work commences. Some areas may require levelling or filling where they have dropped over time – especially if you are installing a specific new floor or underfloor heating. Andrews Group Leeds Ltd will be happy to carry out works in relation to this at an agreed price. We would recommend inspection by a specialist external company is carried out before work starts so that any work required in these areas can be included in your original price.
- Your Neighbours and Neighbouring properties – Andrews Group Leeds Ltd will endeavour to work with neighbours and communicate with them as necessary if a project encroaches on their property. We are very approachable and sympathetic to the interference that work may cause to your neighbours. However, the neighbours will remain your neighbours once we finish the project so we advise that you communicate with them regularly also. If you require Andrews Group Leeds Ltd to carry out work on a neighbouring property then this may be chargeable but this needs to be discussed and confirmed with JMA. Damage to neighbouring properties because of the work which is ongoing (by Andrews Group Leeds Ltd or subcontractors for Andrews Group Leeds Ltd) will be put right as long as the condition of the initial damaged item is proven to be in good working order at the time the work took place.
- Andrews Group Leeds Ltd are not liable for any damage caused by 3rd party suppliers to your or your neighbouring properties.
- Andrews Group Leeds Ltd reserves the right take pictures of the external aspects of your property throughout the build and on completion and will display these on our website/social media accounts.

Andrews Group Leeds Ltd processes the Personal Data in accordance with (and so as not to put the Customer in breach of) the Data Protection Legislation and only to the extent necessary for the purpose of performing its obligations. If this means we need to share your information (i.e. a subcontractor, other contractor etc) then we will do so in order to supply you with the requirements for your project.

Validity of the Quote

Your quote is valid for 14 days from initial receipt of the quote. Please note that if you wish to appoint Andrews Group Leeds Ltd to carry out your build after these 14 days, then the quote may have to be reviewed.

If there is a mistake on our quote, for example an amount is mistyped and we verbally or contractually agreed an amount previously, we will not be held accountable for that and we observe the right to resolve this and charge the correct amount for work which we complete and vice versa. All work will be charged as per our normal fees and we will not be required to do work 'at cost' under any circumstance. If you do not agree to our costs, you are welcome to find an alternative company to carry out your work.

Payments and Payment terms

Unless otherwise agreed, Andrews Group Leeds Ltd will agree payment terms with you at the beginning of the project.

In most cases, you will be invoiced on a weekly basis for your project. You will receive the notification of the amount owed (which is normally the price of the project, divided by the number of weeks the project is expected to last), along with any extras which have been completed on your request. The invoice request will be sent on a Thursday to your email and you will be expected to pay within 24 hours. This is because Andrews Group Leeds Ltd pays all staff and suppliers weekly on a Friday.

If you do wish to discuss an invoice, please do so on the Thursday/Friday that you receive the invoice or at your earliest convenience. Please note that all invoices are expected to be paid on time.

Anti-Harassment terms

Under no circumstances will Andrews Group Leeds Ltd or our subcontractors agree to work for anyone who verbally or physically abuses our staff. This includes via messaging or emailing. Andrews Group Leeds Ltd will attempt to respond to any messages which are sent during working hours (8am-5pm) daily (excluding weekends and bank holidays). Our preferred method of contact for non emergencies and snagging issues is email.

Language used via messaging and email needs to be of a professional nature and any attempts to intimidate via these methods will not be tolerated.

All payment and invoice queries must be sent via email to info@andrewsgroupltd.co.uk.

Health and Safety Information for Domestic Clients

1. Health and Safety and your project

We take our Health and Safety responsibilities very seriously. Part of that is concerned with ensuring that you, the domestic client, understand your health and safety responsibilities. It is the legal duty of everyone involved with the project to pay careful attention to health and safety regulations. The main regulations we would like to inform you about are the Construction (Design & Management) Regulations 2015 (or CDM for short).

The regulations recognise the influence and importance of you, the domestic client, as the head of the project and as such the party best placed to set standards throughout a project.

2. What is CDM 2015?

The Construction (Design & Management) Regulations 2015 (or CDM for short) are the main set of regulations for managing the health, safety and welfare of construction projects. The aim is for the health and safety considerations to be treated as a normal part of your project's development.

Everyone involved with a construction project (including domestic clients) must comply with CDM regulations. The regulations apply to all building and construction projects, regardless of size, duration and the nature of the work.

When you select and appoint your Principal Contractor they must be able to demonstrate they can deliver the project for you in a way that ensures health and safety precautions are met. This means they should have the necessary blend of skills, knowledge, training and experience.

Andrews Group Leeds Ltd take this responsibility and will act as Principal Contractor throughout your project works.

3. Who is a domestic client?

A domestic client is someone who has construction work carried out in their own home, or the home of a family member and which is not carried out in connection with a business. Local authorities, housing associations, charities, landlords and other businesses may own domestic properties, but they are not a domestic client for the purposes of CDM 2015. If the work is being carried out with a business attached to domestic premises, such as a shop, the client is not a domestic client.

Under Health and Safety law you, as a domestic client, have certain duties that must be carried out, that we will undertake on your behalf as Principal Contractor.

The project plan will allow sufficient time and resources for all stages of the project, including health and safety requirements (e.g. scaffolding or safety fencing as required). It is essential that these arrangements are such that the construction work can be carried out, as far as is reasonably practicable, without risks to the health and safety of any person affected by the project.

4. What are our duties as a Principal Contractor?

Andrews Group Leeds Ltd, acting as Principal Contractor, will ensure suitable arrangements for managing the health and safety of a project are in place and that it is maintained and reviewed for its duration so that it is carried out in a way that manages the health and safety risks involved.

The main duties that are to be carried out by Andrews Group Leeds Ltd, as Principal Contractor are to:

- Ensure that there are suitable arrangements for overseeing the project, to include sufficient time and money for health and safety risks to be managed.
- Have in place a clearly defined system for managing the project which sets out exactly who does what.
- Ensure that the work is carried out in such a way that risks to health and safety of anyone working on the project are either eliminated or reduced to the lowest reasonably practicable level.
- Provide welfare facilities such as toilets and water.
- Ensure that construction does not start until a construction phase plan is drawn up.

- Prepare a health and safety file, risk assessments, fire safety information and methods statements and make these available to all trades people working on site.

If the Customer decides to hire additional subcontractors or companies (not hired by Andrews Group Leeds Ltd) to do any work on site while Andrews Group Leeds Ltd have not finished the agreed Project, the Customer will automatically become the Principal Contractor. This means that the Customer (as the Principal Contractor) will take on the responsibilities listed above.

5. Domestic Client – What are your duties and responsibilities.

Should you remain on site, and living in the property throughout the project, we must ask that you comply with any reasonable requests to ensure that the health and safety of yourselves and others is not compromised. This includes any visitors to the site. You are required to wear proper shoes if you are reviewing ongoing works on the site.

If you are asked not to enter a part or parts of your property while work is being undertaken, it means it is not safe to enter. Please liaise with whoever is on site or the Site Manager if you have a request to enter the work area and ensure that it is safe. If a part of your property is closed off and there are no trades on site, then you should not enter this part of this property.

All children on site, under the age of 16 must be accompanied by an adult whilst tradespersons are working on the premises.

Animals should be kept clear of project works throughout.

Please supply Andrews Group Leeds Ltd with the following;

- Any information or knowledge of the existence of asbestos or contaminated land
- All final architectural drawings and structural engineering plans.
- Remove any hazardous materials (including medicines and sharp items) from the site or near the site location or make any such materials known to us.

6. Further Information

If you would like further information you can visit <https://www.hse.gov.uk/construction/cdm/2015/index.htm> or please send an e-mail to info@andrewsgroupltd.co.uk