

Many problems with building work arise because of misunderstandings, between the customer and contractor over the work to be done and the price to be paid, particularly if there is no written agreement. This simple standard contract, devised by Birmingham Trading Standards, is intended to give you, the consumer, some idea of the details that need to be checked with a contractor and put in writing before a building work contract is entered into. Whilst the checklist attempts to include the basic terms of the contract it is obviously not possible to cover every eventuality. It may therefore be necessary to add to the checklist to cover an individual consumer's particular requirements. In the event of any problem contact your local Trading Standards. If you live in Birmingham our number is 0121 303 6031, or visit us at the Consumer Centre, 155-157 Corporation Street, Birmingham B4 4PH. Our e-mail address is tradingstandards@birmingham.gov.uk.

CUSTOMER:	CONTRACTOR: Is it a limited company? If not state individual's name
Name _____	Name _____
Address _____	Address _____
_____	_____
Tel No. (home) _____ (work) _____	Tel. No. _____

THE JOB:**1. Work to be done**

(List all the work you have asked the contractor to carry out)

If there is not sufficient space to list everything attach a sheet of paper.

2. Materials to be used

(List the type, quality and measurement of materials agreed upon e.g. type of bricks, window frames, loft insulation - get samples if possible). _____

Note those materials to be supplied by the customer and when they are needed by the contractor

3. Date work will commence

(Ask the contractor to give you a starting date. If it is essential that work should start on this date make a written note of this).

4. Date work will be completed

(Ask the contractor to give a date (even if approximate) as to when the work will be finished. Again, if the work must be completed by a certain date, make a written note of this).

If the contractor fails to start or complete work by a date noted above as essential, then you may be entitled to compensation for unavoidable losses due to the delay. However this will not apply where the contractor is unavoidably delayed by circumstances either outside his control (e.g. weather) or caused by you (e.g. changing the work to be done).

5. Will a sub-contractor be used? If so name of sub-contractor.

(Name and Address of any other contractor that may be employed by the main contractor).

THE PRICE**1. Price Agreed**

(It is essential to obtain a final fixed price or written quotation from the contractor. Remember an estimate is not binding. Check whether this price includes V.A.T.)

2. Form of Payment

(Specify whether cash and/or credit)

3. Credit Details

(a) Who will arrange the credit? (Specify customer or contractor)

(b) Name and address of Finance Company? _____

Never sign a credit form unless all the details have been completed.

4. When is payment due?

(Specify when payment is to be made e.g. after completion of work or in instalments)

5. Deposit Details

(Specify if a deposit has to be paid, if so, when and what amount? Make a note of whether or not it is refundable if the contract does not go ahead)

OTHER CONDITIONS:

1. Cancellation Rights

(List the circumstances, if any, when you may cancel e.g. if you or the contractor are unable to arrange credit - or if you are told by the contractor there is a cancellation period) Remember you may have a right to cancel if the contractor visited your home without you asking him to.

2. Planning Permission/Building Regulations

(Specify whether or not planning permission and/or building regulations approval is required and if necessary has it been obtained and whose responsibility is it to obtain it).

3. Special Instructions/Conditions

(List any special instructions you have given the contractor or any promises the contractor has made)

4. Access and Facilities

(Specify access times and detail those facilities which the contractor may use free of charge e.g. water, electricity, toilet).

SIGNATURES - REMEMBER A SIGNATURE IS BINDING

Customer's Signature _____ Date _____

Contractor's Signature _____ Date _____