

Building and Trades Contract Agreements between a Contractor and their Client

A written contract is seldom drawn up by sole traders and small businesses between themselves and their clients.

It is advisable to prepare a contract as it ensures that there is agreement over what works or services are expected to be done, and that invoices get paid on time.

A contract agreement could be part of the quote, being signed once the quote is agreed.

A completion date, if agreed, must be realistic and a reasonable time to complete the works must be allowed. The customer should give the contractor 14 day's notice if they wish to rely on any fixed completion dates.

The quote and estimates given must be signed by the client to avoid future confusion over where costs have arisen.

Any changes to the site after a quote and agreement have been completed and signed are not covered by the agreement.

The customer must supply details of where all hidden utilities and facilities maybe to avoid unnecessary delays and complications

If a customer wishes the contractor to use their materials it should be done at the customer's own risk.

Payment by instalment and the inclusion of a retention should be written into all contracts.

In general materials and fittings are owned by the contractor until payment is made, but if the removal of anything may cause damage to the property, then it does in fact belong to the customer even if the bill is outstanding.

If there is a risk that the client may prevent the contractor starting the job then compensation should be an additional clause.

Where materials may vary in price due to delays in starting contracts or day to day price increases the increased costs of those materials may be passed onto the client where an agreement has been given.

Third party clauses mean that only the original client can take action for defective work.