

Thinking of having work done to your home – loft conversation, extensions – before you do, do please read the following advice notes, because things can go wrong!

1. Builder/Contractor

Have you thoroughly checked out which contractor you are considering using, worth you looking to see if they are members/registered with/of approved trader sites, Gas Safe, NICEIC, CHAS, FMB, BWC (Buy With Confidence - Trading Standards Approved Scheme). DON'T entertain anyone who just knocks at your door!! Also consider carrying out an open source check online ie look up reviews and ask for references from previous clients. And don't forget to check their public liability insurance. Ask whether all the trades are employees or subcontractors. Don't forget to get at least 3 quotes!

2. The Contract

You must get 'something' in writing – quotes/estimates, ideally a standard contract for all the building works. Without one, neither you or your contractor will know what you agreed to. If you agree on the contract in your own home, the contract must include reference to 'cancellation rights'. This is a legal requirement under ***The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013***. This allows you to withdraw from the contract up to 14 days after signing. If there is no mention of any form of a cancellation notice, the contract may be unenforceable. If the contract is agreed by distance - email, telephone or post, you must still be given cancellation rights. But this does **not** apply if you sign/agree the contract on the contractor's premises. A very basic example of a contract is attached, however, you can obtain one from the internet, unless of course your contractor provides one, but do make sure you read and *fully* understand the entire document. For example, you should not be charged for 'snagging', so if itemised on your contract, do not agree and remove it.

3. Additional Work (Add Ons)/Alteration to the original contract

Any 'add ons' or any change to the original contract, must clearly be agreed in writing and signed by both you, the client, and the contractor. Without proof it will be difficult to discuss any issues you may encounter later, so do keep a copy.

4. Time Scale

Makes sure a realistic time scale is agreed.

5. Payment

Makes sure the contract clearly sets out stage payments and NEVER pay up front all of the contracted price. If the contract is up to **£30k** maximum, you could consider using your **credit card**. Under ***Section 75 of the Consumer Credit Act 1974***, the credit card company is jointly liable. So if the contractor goes bust/fails to complete the contract, therefore a breach of contract, you can also pursue a full claim against the credit card company.

6. Planning Permission and/or Building Regulations

Unless otherwise agreed in writing with your architect/contractor, you the client, are responsible for any planning/building regulations. So many clients 'assume' their contractor is dealing with this.

Trading Standards

In partnership with Building Control

Brighton and Hove City Council

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Contract

Contractor :

(Name and Address, telephone number, email address. If a Limited company, the company's registered address and company registration number. Where the contractor is a sole trader or in a partnership, must show their own - legal name/s with their trading name.

Client : *(Name/s and address, telephone number, email address of the person contracting (the client)*

Contract for works to : *(Address where work is to be carried out)*

Specification of work : *(A complete detailed list of all agreed work)*

Time Scale : *(Estimated time for the period of time the contract is going to take)*

Payment : *(Agreed stage payments or/on completion of certain works) (If VAT is applicable, the current rate must be shown, also their VAT registration number)*

Retention Fee (?%) : *(This is quite normal, and anything up to 3/6 months after completion of all the works)*

Planning Permission/Building Regulations :

(Clearly set out who is applying for the this)

Risk Assessment carried out YES/NO

Public Liability Insurance Details : *(Ask to see their policy document).*

Provision of facilities : *(If you give permission for the contractor to use your toilet, water and electricity, you will need to make this clear)*

Signature of Contractor : *(Make sure this is the person who is entitled to sign on behalf of a Limited company, or the sole trader/partner of the company.*

Signature/s of Client : *(You)*

Date :

Copy of this contract retained by the client : YES/NO

Example of a Cancellation Notice :

You have the right to cancel a contract up to **14 days** from the day after you enter in to the contract.

If you request a contract starts straightaway, you will still have the right to cancel, but you must pay for the value of the work that has been provided up to the point you cancel. However, **if the contract has been provided in full within 14 days**, the right to cancel can be lost during the cancellation period if the contract is completed in that time.

If you do choose to cancel you must do so in writing or by email.

To : *(here the trader's name, geographical address and, where available, fax number and email address are to be inserted by the trader):*

I/We (*) hereby give notice that I/We (*) cancel my/our contract consisting of the following contract details :

Ordered on *(date)*/

Name of client/s :

Contract number :

Address of client :

.....

Signature of client/s (only if this form is notified on paper),

.....

.....

Date.....

(*) Delete as appropriate