TERMS AND CONDITIONS (CONTRACT) OF ENGAGEMENT
Domestic/private Client's

It is the Clients (and all interested parties), responsibility to fully read and understand the following Terms & Conditions, which form the Contract. Alpha Oak cannot accept any breaches of the contract due to the Client having not done so. Any uncertainties, questions or queries should be discussed with Alpha in advance of commencement of the Works, and before acceptance of these Terms & Conditions.

Definitions:

In these Terms and Conditions, the following words and phrases shall have the following meanings:

- *Alpha* - Alpha Oak Framing Limited. Company Number 13489983.
- *The Works* - those works described in the Schedule.
- *Client* - the employer of Alpha, as named further, for the Works.
- *Schedule* - the Quotation and Scope of Works provided by Alpha to the client, as accepted by the Client, and any variations agreed between the Client and Alpha in writing prior to such acceptance, or in accordance with clause 3.7 together with any drawings and plans.
- *Agents* – The Architect or Contract Administrator that the Client may/has appointed to carry out the design, and who shall administer the contract, issue instructions and certificates.
- *Parties* – Alpha, the Client, and their agents.
- *Supplier* – A supplier of materials, equipment (hired or purchased), suitably qualified calculations and/or drawings.

1. Terms and Conditions:

1.1 These Terms and Conditions are in conjunction with the latest Quotation and Scope of Works provided to you, the Client. The Quotation is for the goods named in the Scope of Works, subject to the conditions noted.

1.2 These terms and conditions ("the Contract") supersede all previous conditions, including any Terms & Conditions/Contracts/Small works Contracts, of the Client or his/her servants or agents and shall not be superseded, varied, or waived other than by the express written consent of Alpha.

1.3 Once initial contact has been made by the Client with Alpha, Alpha will produce an 'Estimate' for the potential Works, based on information received from the Client, whether that be via an email or verbal communication. This will be forwarded to the potential Client via email. Should the Client then request a site visit, based on the costs shown within the 'Estimate', Alpha will apply costs for the duration of the time spent on site, plus travelling time. This cost will be incorporated into the Client Quotation, which will be completed based on information received from the site visit.

1.4 Should the Client then subsequently cancel their interest in the Project with Alpha or postpone the start of the Project for any reason, Alpha will produce an invoice to cover our costs. This cost will be reimbursed via a Quotation, should the potential Client reignite their interest with Alpha, for the project.

1.5 Any order or request for the Works by the Client to Alpha, or commencement of the Works, shall be conclusive proof of the client's acceptance of the Conditions, by conduct.

1.6 Unless otherwise stated in Addendum 1, Alpha shall be the Principal Contractor, Designer and Administrator throughout the duration of the Contract.

1.7 The Quotation provided to the Client is for the materials/tasks as detailed in the Scope of Works. If additional materials are required to undertake these tasks efficiently (i.e. by way of a building inspector, or some unexpected issue) then Alpha will notify the Client as soon as is reasonably practicable, for their consent, before proceeding with the additional materials. This applies to additional tasks as requested by the Client. All prices or costs given or communicated are excluding VAT, which will be added where applicable, for which the Client is liable.

1.8 Alpha engages the services of sub-contractors to undertake certain Works throughout the project. These sub-contractors will work from Alpha approved and provided drawings and Scope of Works (or their own if a specialist sub-contractor {electrician/heating engineer}), and other documentation as deemed required, and be covered under the terms of the Contract, unless otherwise stated in Addendum 1. Alpha retains the right to sub-contract any parts of the Works it deems necessary, in conjunction and agreement with the Client. All sub-contractors are CIS registered and will be paid directly by Alpha, unless otherwise agreed between Alpha and the Client. *The Client should note that ALL communication, queries or concerns should be communicated to Alpha, and not to or via any sub-contractor engaged on the project.*

1.9 If the Client engages the services of other contractors and/or individual experts in their field, prior to Alpha's engagement, the appointments should be made known to Alpha in advance of the commencement of the Works.

- It is expected by Alpha, that any previously engaged Architect or Structural Engineer has undertaken their own surveys, including topography, structural and existing house inspection, and measurements. These should be made available to Alpha upon engagement.
- Any surveys, inspections or reports required prior to the Works commencement, will be requested of the Client, by Alpha, and will be the sole responsibility of the Client for associated costs.

1.10 Further appointments of contractors relating to the contracted Works, once the Works have commenced, should only be made after liaising with Alpha, and mutual consent between Alpha and the Client.

1.11 Specifications, drawings, and designs of the Works, produced by Alpha (including the copyright, design right or other intellectual property in them) shall remain the property of Alpha, and used only under authority and licence of Alpha. Where any drawings, designs or specifications have been supplied by the Client or their agents (architects, structural engineers, contract administrators, specialist contractors), then the Client, and/or their

agent, gives appropriate permissions for their use, and warrants that their use by Alpha and its contractors, for all purposes of the project, does not infringe the rights of any third party (including copyright and permissions required for their use).

1.12 The Client accepts that Alpha is **NOT** a qualified or registered architectural company and has no liability as such. Alpha undertakes such drawings and design of its oak frames based on knowledge, training and experience gained over many years. These drawings are a visual aid for the Client, as well as suitable for planning applications. They are **not** intended to be used as a guarantee for the structural integrity of the frame. Should the client require more details drawings, then they should engage the services of a professional architect.

1.13 All frames designed for the purpose of a habitable dwelling, or that come under Building Control authority, will require structural calculations to be completed by a suitably qualified engineer, in advance of commencement of the Works. Alpha will ensure such calculations (for drawings supplied by Alpha) are obtained for the purposes of Building Control certification, and the Clients records. Any drawings, sketch's or visual aids supplied to the Client detailing any type of glazing, or method for the appropriate weatherproofing of a building are for the purposes of explaining our methods.
*The Client should note that we do not hold Professional Indemnity insurance for the purpose of the structural integrity of the oak frame and general construction of the project. This is solely down to the structural engineer, calculations given, and Building Control inspections. Any advice given by Alpha throughout the build is based on experiences and is not intended to be professional advice. *

Liability and Insurances:

1.14 Alpha holds liability insurances, and shall provide copies of necessary insurances upon request, including public and employer liabilities, covering:

I. Loss of/or damage to the Works.
II. Injury to any person working for Alpha, arising in connection with the Works, during their engagement, or third party, caused by the works.
III. Loss of, or damage to property due to the negligence of Alpha during the Works.
IV. Loss of, or damage to products or equipment, due to Alpha's negligence.
V. Sub-contractors, and contractors engaged by the Client, should have their own insurances.

1.15 The Client should ensure that their own residential insurance is adequate for the Works, covering buildings and liability (buildings only), and provide copies to Alpha, covering:

I. Damage to existing structures and fixtures.
II. Damage to neighbouring property caused by the nature of the Works, and not due to negligence of Alpha or its contractors.

1.16 Without limiting their liabilities under clauses 1.7 & 1.8, the Parties shall maintain insurance policies in respect of their obligations, throughout the duration of the Works.

1.17 The Parties should provide, to each other, upon request, evidence of up-to-date and adequate insurance prior to the commencement of the Works. Should either Party fail to provide such evidence, then the other Party may take out relevant insurance policies and deduct/add the costs from/to the payments due.

Communications:

1.18 All communication, notification, and notices under the contract, shall be in writing and, unless specifically stated in the Conditions, shall be issued to Alpha directly. All notices shall only be effective from the date of delivery, either by electronic mail, or post. Postal notifications should be by recorded delivery. If the services of an Agent are employed, then said instructions shall be issued by them.

1.19 Martin Chapman of Alpha Oak Framing Limited will not always be present on site throughout the duration of the Works, but will always be contactable via email or telephone. It should be noted that phone calls, text and WhatsApp messages will only be accepted during normal working hours, that being 8am to 5pm, Monday to Friday. Should it be important to speak with someone outside of these hours, then an email should be sent requesting a phone call, and the reasons why.

1.20 Martin Chapman, when present on site, will have two Springer Spaniel dogs. Other sub-contractors may have dogs too. ALL dogs will be either tethered when on site, in the work vehicles, or restricted to their movements. Any objection should be raised prior to commencement of The Works.

1.21 When any workers are on site, whether Alpha or sub-contractors, we may well have music on via a site radio, of which the volume shall be considerate of the Client and surrounding neighbours.

Regulatory Consents, Fees & Charges:

1.22 Unless otherwise stated and agreed, responsibility for obtaining Planning Permissions, Building Regulations approvals and Party Wall consents rests with the Client.

1.23 If agreed in advance and priced accordingly within the Clients Quotation, then Alpha shall produce drawings, apply for planning/listed/conservation permissions and Building Control approval. The Client is solely responsible for Party Wall consent.

2. **Contract Documents:**

1. Scope of Works – details of tasks and materials included in the Quotation.

2. Client Quotation – The quoted cost of the contracted works. A fixed quote, not allowing for any additions or Omissions, should they occur once Works commence.

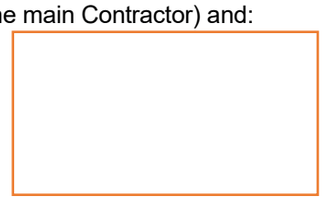
3. Other potential paperwork:

i. Planning application documents.
ii. Design drawings in support of the planning (See clause 6.9 below)
iii. Topography/Geotechnical survey/report.

3. <u>The Works:</u>

3.1 The Agreement is between Alpha Oak Framing Limited (as the main Contractor) and:

The client: As named on the Schedule & the Quotation,
And/or, as named herewith:



3.1.1 The site will be the named Clients address, unless otherwise stated in the Contract Quotation.

3.2 Alpha, and its appointed sub-contractors, will conduct the Works in a good and efficient manner, using reasonable skill, care, and diligence. The Works shall be completed in accordance with any drawings and specifications supplied and agreed with the Client, and in accordance with the terms of this contract. Alpha supplied drawings and designs (oak framework in particular, with structural calculations) incorporated into 'other' contract drawings, shall take precedence over any discrepancies established, other than those from specialist contractors. Specialist contractor (electricians/heating engineers etc) designs/drawings shall take precedence over all other drawings for their specified works.

3.3 Alpha will make all practical efforts to complete the contracted Works within a reasonable time, based on the scale of the Project, but all necessary time will be taken to ensure Alpha delivers the project to required specifications. Alpha shall have no liability for failure to complete the Works by any assumed date, unless otherwise in a written and signed agreement.

3.3.1 Alpha does not accept any penalties, whether financial or otherwise, for any Works running past a presumed or agreed completion date.

3.3.2 A completion time of between approximately 12 to 18 weeks is average for an extension between 12 to 20 square metres, dependant on access to site and workable weather conditions. Completion time stated does not allow for the following clauses: 3.3, 3.6, 3.7, and 5.

3.4 Alpha shall always endeavour to use methods and materials that minimise nuisance and pollution and are safe and fit for the purposes intended.

3.5 Alpha shall ensure a suitably qualified representative is on site during the Works. However, all queries regarding the Works should be directed to Alpha only. Discussions with Alpha appointed sub-contractors will not constitute as being agreed by Alpha. Alpha cannot accept responsibility for any Works, changes to Works, or costs associated to any Works, that it is not aware of, or agreed to.

3.6 Alpha and its associated contractors should be given full and ready access at all reasonable times to the site, to allow it to conduct the Works regularly.

3.7 In the event that the Client instructs that the Works be varied in any way, Alpha shall use all reasonable endeavours to comply with such instructions. The Client or their agents shall issue a written notification of such requested or required changes. Alpha shall not be obliged to accept any alteration to the Scope of Works, unless and until the Client notifies Alpha in writing in clear and unambiguous terms as to the alterations required. Alpha will produce a 'Change of Works' instruction upon notification from the Client and calculate the effect (if any) of the instruction upon the Quoted price of the Project and revert back to the Client. Any cost alterations will be based on the prices as shown in Point 1 of the Addendum. If any changes to the Scope of Works are required within a limited timescale, then a message via text or WhatsApp should be sent to Martin Chapman, detailing such changes. No changes are to be undertaken until express permission is given by Martin Chapman, and revisions of timescales and costs are agreed with the Client,

3.7.1 It should be noted that any additionally work required of Alpha by the building inspector, or any unforeseen or unexpected issues that may arise, will be chargeable at the rates stated in point 1 of the Addendum.

3.7.2 Any additional work required due to the fault of Alpha and its contractors, will be at the cost of Alpha.

3.8 Alpha may, from time to time, propose changes to the Works, which will improve quality and/or reduce/increase the Quotation price. In such circumstances, the Client may, where appropriate, and in accordance with the contract, seek the advice of the:

i. Appointed Architect/designer.
ii. Building Control officer.
iii. Appointed Structural Engineer.

3.9 Any contractors engaged directly by the Client, should collaborate with Alpha and its Scope of Works throughout the build (if Alpha is appointed the Principal Contractor), but the Client is exclusively responsible for the works undertaken by said contractors, as well as all monetary payments for materials and labour.

3.10 Alpha shall endeavour to make its employees and appointed sub-contractors leave the site tidy (as is reasonably practicable) at the end of each day. Upon the project completion, the site shall be cleared of all unused and waste materials that Alpha is responsible for. Materials and waste from other contractors will be the responsibility of the Client to arrange with each contractor.

3.10.1 We are not responsible for the loss of any plants, garden walls or structures, or lawn area, due to the Works. Any plants or garden obstacles deemed to be infringing on the build, or access to the build, will be requested to be removed by the Client. Should Alpha feel it necessary to remove any obstacle to undertake the build, then Alpha will not be liable for any damage or repair.

3.11 Alpha will only undertake electrical works that are an extension of an existing circuit. Alpha and any of its sub-contractors are not qualified electricians. Alpha is not responsible for the supply of an electrical Part P certification, for any electrical works it may undertake. Unless requested of Alpha, and agreed in contract, the client is solely responsible for any other electrical works, and the need for Part P certification.

3.12 Alpha does not undertake any such Works with gas, oil, log burners/stoves, LPG or other fuel boiler, pipe works or services. Any such required work will be the responsibility of the Client to source a suitably qualified professional, unless requested of Alpha and agreed in the contract.

4. Suspension or Termination of the Contract

4.1 Alpha may issue the Client with a 7-day notice of intention to suspend the Contract if the Client:

4.1.1 fails to pay Alpha and/or its associated contractors when invoiced and due, for the Works or any other amounts invoiced and due to Alpha on the due dates.

4.1.2 is in material breach of the Contract, in accordance with the conditions or as otherwise agreed in writing.

The Notice shall state the amount owed and the date that the suspension will take place.
If the Client fails to remedy the default, Alpha may suspend some or all of its obligations. If Alpha suspends some or all obligations, then Alpha shall be entitled to a Revision of Time, reasonable expenses and costs resulting from the suspension.

Alpha may issue the client with a further 14-day notice of intention to terminate. Further non-compliance by the Client will allow Alpha to issue a notice of termination.
The Client is liable for all contractors and Alpha's lost labour money due to the suspension of the contract, and any reasonable costs for the subsequent demobilisation and remobilisation of the labour force, up to the point that Alpha can reasonably move to another site, not exceeding four (4) working weeks.

4.2 If Alpha, the Client, or their agents are declared insolvent or bankrupt under any applicable law, the Client or Alpha may terminate the Contract by issuing a notice of termination.

4.3 Alpha or the Client may terminate the Contract if an event not caused by (and not the responsibility of) Alpha or the Client, has prevented the Works from continuing for a period of 60 days.

4.4 The Client may issue Alpha with a 7-day notice of intention to terminate the Contract if Alpha:

4.4.1 abandons the Works.
4.4.2 fails to proceed regularly and diligently.
4.4.3 consistently fails to comply with instructions.
4.4.4 is in material breach of the contract.

If Alpha does not remedy the default within a further 14 days of receiving the notice, the Client may terminate the Contract by issuing notice in writing.

4.5 If Alpha's employment is terminated, Alpha shall be entitled to the unpaid value of the work properly completed, other than for reasons subject to clause 4.3.

4.6 If Alpha terminates the contract, then Alpha shall be entitled to payment for the costs and losses it reasonably and necessarily incurs due to the termination, and all payments due under the contract, other than for reasons subject to clause 4.3. Those costs to include (but limited to) administration hours required in communicating with the Client to remedy the dispute or bring it to a resolved conclusion.

5. Revision of Time and Labour Charges:

5.1 If an event affects or will affect progress of the Works and the Contract price, Alpha, acting reasonably, may apply a revision of time and/or material and labour charges if the Works are delayed due to any of the following:

5.1.1 a change of works is requested by the Client.
5.1.2 the Client defers access to the site.
5.1.3 the Client, their appointed agents or any Client appointed contractors, cause delay or disruption, which impacts the Works, and costs Alpha labour payments.
5.1.4 the Client or their agents postpones the Works, or part of.
5.1.5 if, after Building Control inspection and approval, the Client or their agents requests any work be inspected or opened, and no defective work or products is found.
5.1.6 the Client or their agents issue an instruction resolving an inconsistency, other than that which results from Alpha's Works or design.
5.1.7 the Client or their agents issue instructions on items of interest.
5.1.7 Alpha suspends some or all its duties, due to reasons given under Clause 4.1.
5.1.8 the weather conditions are exceptionally adverse.
5.1.9 risks imposed or created by the client and/or Force Majeure.
5.1.10 the Client causes a delay through non-payment of materials or labour.

- If such an event occurs, then the Parties should inform the others in advance, or as soon as they become aware of it. All parties shall work to resolve the issue and minimise the effects.

- The Parties shall work together to resolve any such event.

- Alpha shall submit a calculation for the revision of time and/or labour charges, and Alpha and the Client (or their agents) shall agree the revision promptly.

- Any delays in the Works caused by the non-supply of requested materials from the Client, will be chargeable by the day. Any delays caused in the Works by fault of Alpha and its contractors due to absence of materials, will be at the cost of Alpha.

- Any materials supplied/chosen by the Client that fail, will not be Alpha's responsibility, and the replacement of them will be chargeable.

- Alpha will require suitable access into the property, and to the build area. Should we not be able to receive deliveries close to the build area, then an additional labour charge may be incurred for the moving of such materials.

6. <u>Contract Price and Payment Terms:</u>

6.1 The Contract price is as stated in the Quotation, which forms part of this Contract.

6.1.2 If the work is on agreed 'day rate', then that will be commensurate with the labour provided, for the day's worked. Labour and working days will be recorded by Alpha, and the day rate shall be confirmed in advance of Works commencing.

6.2 Quotations are valid for 3 months from and including the date of Quotation, unless specifically stated otherwise in writing. If the Quotation is accepted by the Client outside such period, the labour prices may be subject to revision. Works undertaken outside the 3-month period may be subject to labour increases.

6.2.1 All material prices are based on prices deemed to be correct at the time of the Quotation. Any increases in these prices when purchased or used during the Works, will be, when evidenced to Client, the responsibility of the client to cover over the quoted price.

6.2.2 All hire equipment, haulier & delivery costs, lifting equipment & crane, council applications, road closures requirements, are all best estimated costs, and are subject to change to reflect the real costs, as and when required throughout the Project. The Client remains solely responsible for the full costs incurred, plus any handling and/or administration charges to Alpha, when evidenced to the Client.

6.3 Labour charges are based on Alpha's current costs at the time of the Quotation, and, unless otherwise agreed in writing and beyond 3 months of the Quotation being given, are subject to amendment by Alpha (acting reasonably) to meet any quantifiable rise in such costs that occurs prior to commencement of the Works and will be deemed an increase in the quoted price. Should the situation arise, Alpha shall inform the Client in advance of administering the amendment. The Client's rights are not affected.

6.4 Any additional work required by reason of the Client or their agents supplying inadequate, incomplete, or incorrect instructions or changing instructions or specifications shall entitle Alpha to make additional charges. Such charges will be calculated by a day rate, and dependent on the tasks involved. The rates will be confirmed prior to commence of works, in Addendum 1.

6.5 Any works contracted out due to Client requests, or to better aid the project, will change according to the contractor's rates, and the allowed labour charge will be removed from the quote, unless otherwise agreed in advance, in writing.

6.6 If the Works are suspended or delayed at the request of the Client or their agents, or for any other reason (other than the default of Alpha, Force Majeure, or adverse weather conditions) then Alpha shall be entitled to charge for storage and for loss or wastage of materials and other resources to the extent that they cannot otherwise be used. A labour charge (per person, per day) will be chargeable at a rate commensurate to the task and labour involved at the time of suspension of works, and/or as specified in Addendum 1.

<u>Payment Terms:</u>

6.7 Unless stated in the Schedule otherwise, Payment Terms for the Works shall be as follows:

A. Alpha will issue an invoice of up to 35% of the quoted price, for any off-site Works undertaken, and materials purchased, in advance of Works commencing on site, that predominantly being, but not limited to, the supply of the oak and labour spent on the oak frame works, along with drawings, required permissions and applications. This shall be separate to project duration payments as shown below.

B. Once on-site project works commence, Alpha shall issue payment invoices as required, but in general each fortnight. These will generally be in arrears of the labour and materials used, but it should be noted that, on occasions, invoices may be issued in advance of materials purchased, to cover large material supplies, ahead of each fortnightly invoice.

C. Payment shall be made in pound's sterling, via Bacs or cheque, together with all VAT and other taxes and charges where shown. Any payments made via credit cards will incur an additional charge, as charged by the payment service provider, and added automatically to the invoice amount. This charge is usually between 1% and 2.5% of the invoice amount.

D. Some of our material prices may be documented as a net price, with VAT not shown. The Client shall remain responsible for all VAT were due and shown to be mandatory.

6.8 All invoices should be paid on presentation, or at the latest, within five calendar days from the invoice date. The client has no rights or provisions to withhold payment of any invoice, or to issue a 'Pay Less Notice', whatsoever their reasons, so long as the invoiced amount is within the quoted for the Works, along with any additional works and materials subsequently added to the project.

6.9 If an invoice remains unpaid, reminders will be automatically sent. If the invoice remains unpaid after 10 days of issue, Alpha reserves the right to charge a late payment penalty. This fee will be up to 8% interest on the invoice total, above the Bank of England base rate, for the duration that the invoice remains unpaid.

6.10 Upon completion of the contracted Works, Alpha will issue an invoice for up to 95% of the outstanding monies owed against the quotation and/or client project balance sheet, allowing for any adds and omits throughout the Works. The Client agrees to pay the invoice within 5 days of date of issue.

6.11 Alpha does not operate a 'fee retention or fee retainer' policy. Once all Works are complete, and 'agreed' defects or snags are dealt with, Alpha will issue an invoice for any remaining monies outstanding against the quotation price. The Client has no entitlement to withhold any amount of the contracted Quotation costs when invoiced and should make full payment of invoices within 5 days of presentation.

6.12 The Quotation may include a set of drawings suitable for planning applications *(where indicated on the Scope of Works, or Quotation*.) Any other drawings required or requested, will be at an additional cost, including drawings for use by other trades employed directly by the Client, and solely at Alpha's discretion.

6.13 Any work altered or removed by the Client, should be done so only after consultation with Alpha (and Contract Administrator if separate). Alpha reserves the right to charge the Client for any lost profits due to removed tasks, which formed part of the original contract.

6.14 Alpha will keep a detailed record of all invoiced payments made, as well as an account of all extra work undertaken, and the costs involved. This is available to the Client upon request. Alpha will not supply this unless specifically requested to do so. It is expected by Alpha that the client will keep their own detailed monetary records of costs throughout the duration of the project build

7. Nature of Materials:

7.1 The materials shall be supplied in accordance with the description contained in the Scope of Works, and as deemed by Alpha as suitable for the task. All materials shall be in accordance with any conditions set out on planning approval and/or conservation requirements.

7.2 Alpha may, from time to time, make changes in the specification of the materials, or use substitute materials, which are required to comply with any applicable safety or statutory requirements (and clause 7.1), or which do not materially impair function. In the event that Alpha is unable to obtain satisfactory substitute materials its obligations to complete the contract shall, upon notification to the client, be suspended (without Client incurred costs) until such time as appropriate materials are available. A revision of time (but not labour) shall be agreed where applicable.

7.3 All implied and express terms, conditions and warranties relating to quality and\or fitness for purpose of the materials are excluded, whether made by Alpha or its servants or agents or otherwise.

7.4 **Oak frames:** unless stated in the Schedule otherwise, oak used for frame structures will be green, sourced from European and FSC registered companies. We may on occasions use older 'stock' oak to complete a frame. The depth & width dimensions of the oak will vary between beams, and can be thinner or wider than ordered, by an average of +/- 5%. Green oak shrinks and cracks as it dries out in situ (10% on average), exposing openings in areas of joints, and shakes (cracks) along the length of the beam. The oak will darken to a silvery grey colour as it weathers. The frame and glazing boards are NOT treated. Some beams used may be slightly bowed. Alpha gives no guarantee of beams visually looking or being upright during and after construction, due to the nature of the natural materials used. These properties form part of the natural and traditional features of oak framed buildings. Direct glazing boards are supplied as air dried oak and are pre-machined. Alpha cannot give any guarantee that these boards will not warp or twist due to exposure of humidity in the air, or direct sun light.
The frame may be either sanded or planed before transport to site, or shot blasted once raised, and before being glazed, then protected from further soiling. This is dependent on the agreement with the Client. Any touch up cleaning will be done as part of finishing off. Further cleaning is the responsibility of the Client. We do not use any products on the oak to change its colour or appearance, and it is advised to be left untreated, so it dries out naturally. Any treatment to change its colour is the Clients responsibility. This will NOT last though, and the oak WILL go a silvery grey without continued acid washing and oiling.
Because wood is a completely natural product, it is entirely normal that colour, knots, and sap vary from species to species, from grade to grade and even from batch to batch. This is one of the things that makes wood so interesting, and Alpha can give no guarantee of uniformity in the oak and wood we use.
The thing that governs the colour variations, knots, and sap content more than anything else, is the grade of the oak used. We use construction grade oak, which is inspected prior to machining, for its suitability of use only.

7.5 Once complete, the oak frame should be allowed to dry naturally, as best as possible. Excessive heat from an artificial source (especially wood/coal burning stoves) will cause the frame to dry to quickly and will cause undue twisting and larger shakes in the oak as it dries. Alpha does not recommend the installation of log burners in its structures; due to the intense dry heat they produce. Alpha will not be liable for any consequential failure or damage to any part of the building due to the use of excessive artificial heat.

7.6 **Woodworm:** Powderpost beetle (Lyctus Brunneus) target wide pored hardwoods, such as oak. They only infest the sapwood of hardwoods with a starch content above 3%. The beetles larvae bore into the sapwood, resulting in small holes and a fine flour like powder visible. They will die out once the sapwood has been consumed. Construction grade oak beams are predominantly heartwood, with limited sapwood, and are unlikely to cause any significant damage.
All oak that arrives at our workshop is thoroughly inspected for woodworm before being used in our frames. If any traces of an infestation were to be found, the timber would be rejected and all other timbers treated accordingly.
Alpha Oak cannot be held responsible for any infestation that may appear in any oak frame supplied by us.

7.7 **Stain marks:** tannin from the outside posts that are exposed to the rain will "bleed" on to brickwork, stones, and lead, leaving "rust-like" stains. This is characteristic of oak and will last whilst the oak is drying out and eventually will wash away. This phenomenon is caused by the intake of iron from the surrounding soil and rot during the oak's period of growth. Alpha is not responsible for the removal of these stains, as part of the build. If requested, Alpha can remove the stains with a suitable brick acid, and this may be chargeable.

7.7 **Doors and windows:** All our joinery is made from Idigbo, a West African hardwood. It can be made from oak, if requested, in advance of Works starting. Joinery is treated with Osmo oil prior to installation, which darkens the appearance of the joinery, and is different to the main oak frame colour. There may also be some difference is colour of the Idigbo through the joinery, due to heart and sap wood. This softens and equals out as the joinery dries and settles in situ. A further coat of oil is required after installation (by the Client), and further annual treatments are required to maintain the joinery. Alpha advises this to be done twice yearly. Failure to properly treat the doors may result in the doors expanding/shrinking or twisting, due to the intake of moisture from the air. Alpha shall bear no responsibility for any alteration works should this be the case. Wood may expand and contract due to humidity levels (even after treatment, but significantly less so when treated). After installation, it may be necessary for adjustment (within the first 6 months), and this is included within the price. Only joinery supplied by Alpha will be installed and adjusted by Alpha. All direct glazed (non-opening) windows will be glazed directly to the frame, and air-dried oak fascia boards will be used to clasp the glass in place. The fascia boards require no treatment and will darken the same as the green oak frame. Alpha prefers that it measures for replacement doors and windows. In the event that the joinery is made to the Client's/agents measurements, no liability will be accepted by Alpha for the accuracy of such measurements and any correction work required as a result shall entitle Alpha to make additional charges.

7.8 **Weatherboarding:** will be Larch or Douglas Fir (unless stated in the Schedule differently). It will not be treated initially upon installation and does not require annual treatment as it contains its own natural resin. The boarding will darken to a silvery grey as it weathers. Warping and shakes may appear during the drying out of the boarding.

7.9 **Drainage:** if included in the Scope of Works to supply and fit guttering, then it will be round section UPVC guttering and rainwater downpipes, in the Client's choice of colour. No allowance, unless requested of Alpha and agreed in contract, has been made in the Scope of Works for altering any existing soak away, underground drainage, providing drainage channels or any other requirement in respect of building regulations or otherwise for the disposal of rainwater from the building.

7.10 **Glass:** Any glass fitted within the oak structure is Fensa certified through the original supplier of the glass to Alpha. Alpha is not Fensa registered. The glass will be inspected and certified by Building Control and warrantied by the Building Control completion certification.

7.10.1: **Scratches and marks:** All panes of the sealed unit shall be viewed at right angles to the glass from the room side standing at a distance of not less than 2 meters (but for toughened, laminated or coated glasses not less than 3 meters) in natural daylight and not in direct sunlight with no visible moisture on the surface of the glass. The area to be viewed is the normal vision area with the exception of a 50mm wide band around the perimeter of the unit.
Flat transparent glass, including laminated or toughened glass, shall be deemed acceptable if the following phenomena are neither obtrusive nor bunched: totally enclosed seeds, bubbles or blisters; hairlines or blobs; fine scratches not more than 25mm long; minute embedded particles. Obtrusiveness of blemishes shall be judged by looking through the glass, not at it, under lighting conditions as described above.

8 Acceptance of Works:

8.1 When the project is considered complete, and prior to Practical Completion and building control/conservation sign off, within 7 days: the Client shall provide Alpha with a comprehensive defects list of the Works, in accordance with the Schedule. Alpha and the Client shall agree all legitimate defects and snags, and Alpha shall remedy all agreed defects within a reasonable time frame, but within 6 months of Practical Completion.

Defect – a part of the Works which is not in accordance with the schedule/drawings, or anything which renders the item/part unfit for the use for which it is intended, when used in a reasonable way and with reasonable care. Materials and procedures not conforming to building control regulations.

8.2 If the Client properly rejects any part of the Works which is not in accordance with the Scope of Works, the Client shall nonetheless pay in full for all such Works, unless the Client promptly notifies Alpha of such rejection.

8.3 The Client's sole remedy in the event that it properly notifies Alpha of any defects in any part of the Works, and properly rejects them, shall be to require Alpha as soon as reasonably practicable to conduct and complete all necessary remedial works, which Alpha agrees to carry out in a good and skillful manner.

8.4 The Client should produce a 'snags' list, should there be any, throughout the construction phase, and before Practical Completion.

Snags – Reasonable imperfections or issues in the project due to poor workmanship, minor/neglected cosmetic issues or omissions in the building works.

9. Disputes:

9.1 If the Client decorously rejects any part of the Works undertaken by Alpha, or its designated sub-contractors, then the Client or their agents shall submit its reasons for the rejection. In such an event, the Client's initial course of action will be to inform Alpha directly, in writing, detailing their concern. (See clause 1.9) Alpha will then evaluate the matter, and deal with accordingly. Should the Client continue to be dissatisfied, then the Client and Alpha should agree on the necessary course of action (in writing), in line with all necessary protocols (clause 9.7). A second expert opinion will be sort, if necessary, for an unambiguous way forward.

9.2 The Client should not seek secondary expert advice, without due cause (unless it is that of the contract administrator or Principal Designer), and without Alpha's written agreement. Alpha and the Client shall mutually agree on the selected expert.

9.3 The Client should not engage the services of any other contractors, whilst the Works are in dispute, without Alpha's knowledge and written consent, with the exception of works to mitigate loss or damage. The Client has the right once Alpha has exhausted three (3) opportunities to correct the concern, to engage other contractors, unless Alpha and the Client have mutually agreed a way forward. All legal protocols should be followed, as per clause 9.7.

9.4 Should the Client breach clauses 9.1 to 9.3, then Alpha may deem this as a breach of contract.

9.5 In the event of the Client's breach of contract, Alpha will give written notice to the Client of their actions and required immediate remedial behaviour. Should the Client fail to respond, Alpha will judge this as unequivocal indication of non-performance, and an 'anticipatory repudiation'. Alpha will consider the Client to have terminated the contract and withdraw from site.

9.6 In the event of termination of the contract, Alpha will be entitled to the unpaid balance of the value of the Works properly completed, issued as a final invoice, adjusted as follows:

a. If Alpha terminates the contract, other than for reasons under clause 4.3, then it shall be entitled to payment for the costs and losses it has incurred because of the termination and all payments due under the Contract.

b. If the Client terminates the contract, other than for reasons under clause 4.3, then the Client shall be entitled for the costs incurred in employing another Contractor to complete the Works, subject to clauses 9.1 to 9.3.

9.7 Any and all disputes shall be dealt with, in the first instance, by way of negotiation in good faith between both parties. If the dispute remains unresolved, then in accordance with the Construction and Engineering Law 2015. Alpha shall follow all Pre-Action Protocols as determined under said Law, and the laws of England & Wales. Guidance on these protocols can be found at www.justice.gov.uk.

9.8 The Client agrees to not disparage or denigrate Alpha orally or in writing, and that neither they or anyone acting on their behalf will publish, post or otherwise release any material in written or electronic format, make speeches, gain interviews, or make public statements that mention Alpha, its operations, clients, employees/sub-contractors, products or services without the prior written consent of Alpha. Alpha agrees the same reverted.

10. General Exclusion and Limitation:

10.1 Alpha shall be under no liability whatsoever to the Client for any consequential or indirect loss and\or expense suffered by the Client, arising out of a breach of this contract or negligence by the Client. Furthermore, the Client shall forfeit all rights to remedial and defective work, by act of the Clients own breach, in which case any warranty shall be considered invalid.

10.2 On occasions, and in order to aid the furtherment of the project, Alpha, or its representatives, may request through Alpha, the removal or change of something particular (an item, area, object) of the Clients ownership (property, belongings, shrubbery). If the Client reasonably rejects the request, then an alternative solution is to be agreed between the parties, and the Client is liable for any and all additional costs for materials, rented machinery and labour incurred by Alpha, or its representatives, as a result of the revision. Upon recommencement of the Works, Alpha shall be under no liability whatsoever in respect of the following, which are hereby expressly excluded, except insofar as such exclusions may be unlawful:

10.2.1 for injury, damage of any kind or nature, direct, indirect, consequential, or contingent to personal property howsoever caused.

10.2.2 for any costs incurred by the Client to repair, replace, or carry out any works (by Alpha or a third party) to correct the damage incurred to the private property.

10.2.3 for the reinstatement, repair or replacement of any item/area/object that required removal/change to progress the project.

10.3 Nothing in the Conditions shall exclude any liability for personal injury or death caused by the negligence of the Supplier, in anything 'subsequently' deemed not fit for the purposes intended, so long as they are installed as instructed, and used as intended.

10.4 If any part/clause of the Terms & Conditions (contract) of Business is found by any court, tribunal, or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable, or unreasonable, it shall to the extent of such illegality, invalidity, unenforceability, or unreasonableness be deemed severable and the remainder of the Terms & Conditions (contract) of Business shall continue in full force and effect.

11. Risk:

The Client acknowledges that it has read and fully understood the Conditions including specifically clauses 3, 4, 5, 6, 7, 8, 9, 10,12 and 13 relating to the nature of the materials, acceptance, and exclusion of liability.

12. Set-Off Counterclaim:

The Client may not withhold payment of any invoice or other amount due to Alpha by reason of any right of set-off or counterclaim which the Client may have or allege to have or for any reason whatever.

13. Cancellation:

13.1 The Client may cancel the order in accordance with the statutory "cooling off" period as set out in the Notice of the Right to Cancel in the Schedule.

13.2 In the event of the Client cancelling the order after commencement of the Works and/or purchase of any materials (or otherwise not in accordance with the statutory right to cancel referred to in clause 13.1) the Client shall pay to Alpha such charges as Alpha shall reasonably determine in respect of any materials ordered, labour expended and other incidental expenses in connection with the order, plus loss of anticipated profit.

13.3 The Client may terminate the contract if Alpha abandons the Works, fails to proceed regularly and diligently, consistently fails to comply with instructions, or is in material breach of the contract.

13.4 The Client accepts that all drawings and designs completed by Alpha, remain the property of Alpha, and under copyright law (should we not proceed with the project), the client shall have no legal right to use the drawings, without the express consent of Alpha. Alpha agrees to an infinity permission licence to the client on completion of the project for maintenance purposes only. No commercial rights to the drawings are granted.

14. Reservation of Ownership:

14.1 Property, legal and beneficial, in the Works and any materials supplied by Alpha shall not pass to the Client until Alpha has received full payment for all sums then owed by the Client to Alpha.

14.2 Materials in respect of which property has remained with Alpha shall be kept identifiable as the property of Alpha and subsequently Alpha's responsibility. The Client shall permit Alpha to enter the Client's premises to collect them, should Alpha so request with reasonable notice. Any and all materials that the Client can legitimately validate as having paid for, shall remain the responsibility and ownership of the Client.

15. Force Majeure:

Alpha or the Client shall not be liable for any claims, costs, damages or other losses suffered by either party to the extent resulting from any failure on the part of either party, its servants and/or agents caused by or directly or indirectly due to war, terrorism, act of any government or other competent authority, civil unrest, embargo, computer system failure, storm, fire, accident, industrial action including strikes or lockouts, acts of God, illness, pandemics, prevention from or hindrance in obtaining raw materials, energy or other supplies, or any other similar cause or matter beyond the reasonable control and best endeavours of either party.

16. Rights of Third Parties:

It is acknowledged and agreed by the Client that the Conditions are not intended to be and shall not be enforced by any person other than the Client under the Contracts (Rights of Third Parties) Act 1999, but this does not affect any right or remedy of a third party which exists or is available apart from the said Act.

17. Jurisdiction:

This contract is subject to the Laws of England and the non-exclusive jurisdiction of the English Courts, and obligations under the Consumer Rights Act 2015.

18. Privacy Policy:

18.1 Alpha only uses your data, as provided by you, for the purposes of contact through the normal practice of its business. By instructing us to undertake The Works, you agree to us holding onto your contact details, for business purposes only. We shall never knowingly pass your details onto any third party, for anything other than business purposes. We may request the passing on of your details to future prospective clients for the purpose of references. Pictures of the Works undertaken by Alpha will be displayed on our website, but no Client details shall be displayed. Any testimonials given by the Client shall be displayed on our website, no information shall be displayed showing the location of the build.

18.2 Throughout the project, and upon completion of, Alpha will take photographs of the Works, and they will be used for marketing purposes in the promotion of Alpha Oak Framing. The Client gives Alpha the permission to take and use such photographs and accepts that Alpha shall own the copyright properties of the pictures. Alpha agrees to not display the Clients name, address, or any information that may lead to the identification or location of the Client or their home.

19. Latent defects warranty/defects liability period (DLP)

Alpha Oak Framing Ltd (Alpha) WARRANTS that for a period of 12 months from the date of practical completion or completion invoice is paid (within 3 days of presentation, as per clause 6.7), the works described above will not fail (as long as the client has undertaken the correct maintenance and care) due to:

19.1 Ordinary wear and tear by the elements, or

19.2 Improper workmanship in installation of the materials used, and that it shall for a WARRANTY PERIOD of 12 months, repair any such defects caused by such a failure, and make good any subsequently affected areas due to the failure, at no expense to the owner.

19.3 Alpha requires that all materials used in the construction have been selected and approved by Alpha. Only workmanship completed and materials supplied by Alpha is covered by this warranty. Any defects that arise from defective materials shall be the sole responsibility of the merchant supplier to rectify, including all works to remedy the issues and all costs.

19.3.1 All manufacturers material and product warranties and guarantees are as per their website or included documentation. Alpha is not responsible for the registration of any manufacturers warranties or guarantees.

19.4 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALPHA AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES (EXCEPT OF TITLE), EITHER STATUTORY, ORAL, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ITS PARTICULAR PURPOSE. THIS LIMITED WARRANTY GIVES THE CLIENT SPECIFIC LEGAL RIGHTS.

19.5 Your rights under statutory law are not affected by this clause, within the Statutory Liability Period.

20. EXCLUSIONS AND LIMITATIONS:

Alpha shall not be liable under this agreement or otherwise, for any claims, costs, damages (including to the structure, property, building or contents) or other losses suffered by the Client to the extent resulting from any failure on the part of Alpha, its servants and / or agents caused by or directly or indirectly due to:

20.1 War, terrorism, act of any government or other competent authority, civil unrest, embargo, computer system failure, storm, fire, flood, lightning, wind storms, hail, cyclones, hurricanes, tornadoes, earthquakes, accident, industrial action including strikes or lockouts, acts of God, or extraordinary or unusual events, illness, prevention from or hindrance in obtaining raw materials, undue maintenance causing the materials to deteriorate, or other construction materials to fail, energy or other supplies, or any other similar cause or matter beyond the reasonable control of Alpha.

20.2 Vandalism, penetration, damage, or attack by third parties, foreign objects, or agents, including plant or animal life.
Alterations or additions to, encroachment upon, or erection of structures onto or adjoining to, unless approved in advance in writing by Alpha, or any use of the structure other than for its intended purpose.

20.3 Failure of the Client to use reasonable care in maintaining the structure. Said maintenance to include, but not be limited to those items listed in Alpha's Terms and Conditions:

20.3.1 Colour changes in the framework and windows/doors due to dirt accumulation or normal weathering.

20.3.2 Temporary repairs or otherwise to the structure made by non-Alpha approved personnel.

20.3.3 Any breakages in glass or twisting/warping/shrinkage in the frame, due to the excessive overheating from artificial heat sources, any changes/modifications, or any negligence in the care of the building, of the building as it dries out in the warranties time period.

20.4 The obligations set forth herein shall constitute the sole and exclusive liability of Alpha, and remedy of the client, for the structure, its application, maintenance, repair, and replacement. In no event, whether based on contract, warranty, negligence, strict liability or otherwise, shall Alpha be liable for expenses for other work, loss, or profit, and special, consequential, incidental, or exemplary damages of any nature.

20.5 All Alpha obligations will terminate, and the Client will be responsible for all damages if the client fails to follow Warranty Service Procedures as set forth below.

20.6 Should we, throughout the duration of the Works, come across any bird, insect, mammal, or other species, which are protected under UK or international law, all work shall be halted with immediate effect, and the appropriate advice sort. Alpha shall not be liable for any costs incurred due to any find, or for any delays in the Works. It will solely be the clients responsibility to deal with all such matters, and Alpha will only return to site when such evidence can be shown that the issue has been legally dealt with.

21 Warranty Service Procedures:

21.1 The Client will promptly notify Alpha of any claimed structural or material failure.

21.2 The Client will confirm oral notice of claimed structural or material failures to Alpha in writing by recorded mail or email, PRIOR TO THE WARRANTY EXPIRATION DATE.

21.3 The Client hereby gives Alpha the right to inspect or have inspected the Structure and/or other areas specified for both covered and excluded structural and material failures.

21.4 Alpha shall, if deemed 'under warranty', propose a plan of repair (to include Works to be rectified and a suitably convenient date to undertake repairs) within 28 days of date of inspection.

21.5 The Client will promptly authorise implementation of Alpha repair recommendations for both covered and excluded structural and material failures and will swiftly confirm this authorisation in writing.

21.6 The Client shall pay cost of repairing all excluded structural and material failures.

22 Transferability:

This warranty is transferable only to the Owner of the building:

22.1 If Alpha is notified at the time of the sale.

22.2 If Alpha is satisfied that the intended use of the property by the transferee will not impair the structure and materials.

22.3 If Alpha acknowledges, in writing, transfer of this warranty to the new Owner.

23 **Arbitration:**

Any claim controversy between or among the parties arising out of or relating to the structure and materials application described herein, shall be settled subject to the Laws of England and the non-exclusive jurisdiction of the English Courts. Relevant legislation – Consumer Rights Act 2015, the Housing Grants, Construction and Regeneration Act 1996 and the Construction and Engineering Law 2020.

Notes:

Warranty not in effect unless signed by an authorized Alpha representative and payment has been made in full for all invoices.

Any dispute during works, leading to breach of contract by the client, renders the warranty void, unless the dispute is resolved in a timely manner, Alpha's costs are covered, and the Works continue on site.
Any dispute that requires settlement through mediation or litigation renders the warrant void.

24 **Changes to the Terms & Conditions:**

Alpha reserves the right to make reasonable changes to any Terms and Conditions of this contract.
The Client will be notified of minor or major changes in detail by way of a general notice email, and the changes will take effect from the date of the general notice.

25 **Health & Safety Policy:**

Alpha will take all reasonable steps to safeguard the health & safety of its employees and appointed sub-contractors, and any other person who may be affected by our actions or omissions at work and on site.
You, the Client are to take all necessary and reasonable steps to safeguard the health & safety of Alpha employees and appointed sub-contractors, and any other person who may be affected by your actions or omissions on and around the designated work site.
Once work commences, all construction areas will be deemed out of bounds for the Client, the Client's family, visitors and friends, during and whilst Alpha and it's designated sub-contractors are on and off site, for health and safety reasons. The areas may/will be cordoned off, where appropriate and able to do so, to show these zones.
You should only enter into the designated work area once an Alpha appointed contractor, or employee is made aware of your presence and desire to do so. You should be chaperoned at all times whilst in the designated work area.
The Client should appraise themselves of the current Construction & Design Management 2015 regulations, and their responsibilities, in advance of the commencement of the Works. Information can be found at:
www.hse.gov.uk/construction/cdm/2015, and 'Need building work done?' and then 'download a free (PDF).

25.1 Any accidents or injuries incurred to anyone other than Alpha staff and supplied contractors, who ignore these barriers, will not be the responsibility of Alpha Oak or Martin Chapman. Access to the site will be in strict accordance with the site rules (not limited to:)

- Signing in and out.
- Hard hats and Hi Viz vests.
- Advanced knowledge of any visits.

25.2 Alpha will require access to the following facilities:

25.2.1 Washroom/ toilet.
25.2.2 Undercover rest area.
25.2.3 Electricity.
25.2.4 Parking.

Alpha can provide 25.2.1 – 25.2.4 ourselves, at additional hire charges. The Client should make sure there is adequate parking available for up to 3 vehicles. The Client should inform Alpha as soon as possible if this is necessary.

I (the Client or their Agent) acknowledge and accept the Quotation and these Terms and Conditions (Contract) of Business.

For the benefit of any doubt, the signatures procured on this documentation, encompass Addendum 1, and the Scope of Works (Contracted) Works.

It is further acknowledged that these Terms & Conditions (contract) of Business are deemed accepted by the Client, upon commencement of the Works, irrespective of whether these documents have been signed by the Client, or the Agent of the Client.

Signed by the Client/on behalf of: _____

ADDENDUM 1

If NOT Alpha, then the Principal Contractor for the Works is:

If NOT Alpha, then the Principal Designer for the Works is:

- **If another, and IF required, then the Client nominated CDM duty holder.**

(Please refer to separate CDM documentation)

Scope of Works:

- **Included in the Quotation price (as explained in the foreword above):**
  - Please refer to the Scope of Works and Plan of Agreed Works, as below.
  - Two revisions of the Quotation.
  - Planning application drawings (with one revision {if required through Alpha}).
  - Structural Calculations (if required through Alpha)
  - Building control application (if required).

- **The following is currently NOT allowed for:**
  - Task elements relevant to your project.

1. *Any additional work requested of Alpha, by the Client, will be chargeable on a day rate basis, that being:*

   - *Martin Chapman at £300 per day (£350 on oak framing), other contractors at £260 per day (£300 on oak framing)*
   - *Design, drawings, planning, consultation, and project management work at £450 per day.*
   - *** Or as agreed between Alpha and the Client. ***

2. Alpha will take all reasonable considerations that it is the Client's home/property but should be allowed any reasonable access to complete the Works. Any specific requirements of the Client should be informed to Alpha, in advance of commence of the works. Alpha will always aim to leave the site clean and tidy, as well as any areas of the Clients home/property we need to have access to. Once work commences, all construction areas will be deemed out of bounds for the Client, the Client's family, and friends, whilst Alpha is not on-site, for health and safety reasons. The areas may/will be cordoned off, where appropriate and able to do so, to show these zones.

3. Any works undertaken by contractors not with, or organised by Alpha, will not be covered by Alpha Oak Framing.

4. Alpha will generally arrive on site any time from 0700 hours and be there up to a time that we complete any tasks undertaken that day that need completion. This will generally be around 1700 hours but sometimes could be earlier or later. Should the client require different start and/or finish times, then Alpha should be informed prior to commencement of the Works. Alpha reserves the right to add additional labour charges, if the hours available to work each day fall less than 8 (eight), due to any such Client request or restriction.

5. An electricity supply will be required for the use of power tools, as well as access to a clean, drinkable water supply. Any associated costs for the hire of a generator will be the client's responsibility.

Plan of Agreed (Contracted) Works.

These should be viewed in conjunction with the following contract documentation, where applicable:

- Planning approved, or client approved, drawings.
- The Scope of Works.
- The Client Quotation.
- All work as stated below will be in accordance with the above supplied documentation.

All Works quoted below, will be as per design and planning drawings, structural and building control requirements and recommendations, as and where applicable and supplied.

The Works:

(For the 'Quotation' price, as described in the foreword above)

Reference should be made alongside the Scope of Works provided.

- Task elements relevant to your project.

Notice of Right to Cancel the Contract

Date of Issue

Name and Address of Trader

Alpha Oak Framing Ltd
89 Paygrove Lane, Longlevens, Gloucester
GL2 0BQ

Contract Reference (Client)/Order no/or description of contract

Name and address of person to whom the Cancellation Notice may be given or sent.

Mr Martin Chapman – Managing Director
Alpha Oak Framing Ltd
89 Paygrove Lane, Longlevens, Gloucester GL2 0BQ

Customer Cancellation Rights
You have the right to cancel this contract if you wish, within 14 calendar days starting on the day this Notice of Right to Cancel is issued. Cancellation should be communicated in writing to the person shown above.
The bottom of this form may be used to exercise this right and can be issued in person or sent by post – in which case you should obtain a Certificate of Posting or Recorded Delivery slip. You are advised to take a copy of the cancellation notice before returning it to Alpha.

Work begun prior to the expiry of the cancellation period
If you have agreed in writing that work will commence before the 14-day cancellation period expires, and you subsequently cancel in accordance with your rights, you are advised that reasonable payment may be due for any work carried out, or preparations of staff and materials. You are asked to confirm in writing that work may commence before your cancellation period expires.

Work commencing prior to the expiry of the Cancellation Period
If the Client agrees that work may start before the cancellation period expires, they should sign below to confirm this agreement and that they understand that if they decide to cancel within 14 days, reasonable payment may be due for work carried out prior to cancellation.

I/We agree that Alpha Oak Framing Ltd, and any associated sub-contractors, may commence work from:

before my cancellation period has expired.

I understand that if I decide to cancel within 14 days, I may be asked to pay for any work that has been carried out prior to my cancellation.

Signed…… Date……

Cancellation Notice

(Complete, detach and return this portion of the form **ONLY IF YOU WISH TO CANCEL THE CONTRACT**)

To:

Mr Martin Chapman
Alpha Oak Framing Ltd
89 Paygrove Lane, Longlevens, Gloucester GL2 0BQ

I/We (delete as appropriate) hereby give notice that I/we wish to cancel my/our contract.

Signed…… Date……

Should you activate this notice, please retain a copy for your records.