



Terms and Conditions of Sale (the "Conditions")

1. Definitions

- 1.1. Unless the context otherwise requires or the Contract specifically provides otherwise, the following words and phrases, where they appear in capitalised form in these Conditions, shall have the meanings stated or referred to below:
- Conditions – the terms and conditions of sale set out in this document.
 - Contract – this contract between the parties for the Works comprising of the Quotation, and the Conditions.
 - Contract Sum – the VAT exclusive price / total quotation costs for the Works stated in the Quotation.
 - Contractor – Belle Partnership (Estates) Limited a Private Limited Company (13014226) and Belle Partnership (Properties) Limited a Private Limited Company (14738545) whose registered address is 476a, Cowbridge Road East, Cardiff, CF5 1BL and whose main trading address is The Old Temperance Hall, West End, Magor, Monmouthshire, NP26 3HT.
 - Contractor's Designed Portion – the design of the part of the works which the Quotation expressly states shall be designed by the Contractor. Where the Quotation does not expressly state to include such design, then there shall be no Contractor's Designed Portion.
 - Employer – the party who enters the Contract with the Contractor for the provision of the Works.
 - Contract Period – the period within which to complete the Works as may be agreed in writing between the parties. Where no agreement is stated, the Contract Period shall be a reasonable time.
 - Defects Liability Period – the defects liability period stated in the Quotation. Where no period is stated, the Defects Liability Period shall be three months commencing from the date of practical completion of the Works.
 - Documents - the documents referred to in the Quotation, including any referenced tender documents but excluding any terms and conditions stated within any such document or documents.
 - Liquidated Damages – a rate of £zero per week, unless otherwise agreed between the parties in writing after entering the Contract.
 - Retention Percentage – the Retention Percentage stated in the Quotation. Where no Retention percentage is stated, the Retention Percentage shall be 0%.
 - Site – the address where the Works shall be delivered to and/or installed as stated in the Quotation.
 - Specification – the description, details, design, and specification of the materials, goods and Works set out or referred to in the Quotation.
 - Start Date – the date for the commencement of the Works as may be agreed in writing between the parties. Where no agreement is stated, the Start Date shall be a date advised by the Contractor.
 - Quotation – the Contractors quotation for the Works, including any appendices thereto.
 - Works – the goods and services that the Contractor shall carry out as stated in the Quotation, including (where applicable) the Contractor's Designed Portion.

2. Formation of the Contract

- 2.1. The Contract will consist of the Quotation and the Conditions, to the exclusion of all other terms advanced by the Employer in any order or any other document or communication, to the exclusion of any terms contained in any of the Documents, and to the exclusion of any other terms which may be implied by trade, custom, practice or course of dealing.
- 2.2. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 2.3. The Employer shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.
- 2.4. The Contract Quotation and Conditions shall prevail even where the Contract remains unsigned at the date of commencement of the Works.

3. Interpretation

- 3.1. References in these Conditions to a statute or statutory provision include any subsequent amendments enacted to it.
- 3.2. In the event of any conflict or ambiguity between the Quotation, and the Specification or any of the Documents, then the content of the Quotation shall prevail.
- 3.3. In the event of any conflict or ambiguity that is not rectified by reference to the Quotation then the Contract shall be interpreted so that the obligation that is least onerous on the Contractor shall be deemed to apply.
- 3.4. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

4. Carrying out the Works

- 4.1. The Contractor will carry out the Works:
- 4.1.1. with reasonable care and skill and to a reasonable standard;
 - 4.1.2. by the end of the Contract Period (as may be extended under these conditions), but this term does not make time of the essence; and
 - 4.1.3. in accordance with the Quotation and the Specification;
- 4.2. The Contractor may subcontract any part of the Works.
- 4.3. Where, and only where, the Quotation expressly includes a Contractor's Design Portion, then the Contractor shall:
- 4.3.1. carry out the design of the Contractor's Design Portion with reasonable skill and care; and
 - 4.3.2. provide the Employer with the drawings and designs for the Contractor's Design Portion as stated in the Quotation.
- 4.4. The Contractor's obligations in respect of the Contractor's Design Portion are subject to any express caveats contained within the Quotation.

5. Materials, goods, and the Specification

- 5.1. Any materials or goods the Contractor supplies will be:
- 5.1.1. In accordance with the Specification;



- 5.1.2. new, unless the Contract states to the contrary or the parties agree otherwise in writing;
- 5.1.3. of satisfactory quality; and
- 5.1.4. of the appropriate British standard and codes of practice in force at the date of entering the Contract.

- 5.2. The Contractor will give the Employer any guarantee issued by the manufacturer of the materials or goods installed in the Works.
- 5.3. For the avoidance of doubt, any specifications, data, descriptions, samples, literature or statements as to suitability, performance or otherwise given by the Contractor relating to the materials goods, or Specification shall be given in good faith but are illustrative only and do not form part of the Contract or constitute representations.
- 5.4. Where existing materials are for any reason required to be temporarily removed and set aside for re-use, the Contractor shall not be held responsible for any damage or breakage. The costs of replacement of any existing materials shall be charged as a variation under these conditions.
- 5.5. It is the Employer's sole responsibility and obligation to ensure that:
 - 5.5.1. the materials, goods and Specification are suitable for the Employer's intended purpose or application;
 - 5.5.2. any Specification is complete and accurate; and
 - 5.5.3. the Specification or any instructions will not result in the infringement of any intellectual property rights of a third party, or in breach of any applicable law or regulation.
- 5.6. The Contractor will not be liable for:
 - 5.6.1. the satisfactory quality or fitness for purpose of any materials or goods or Specification chosen or supplied by the Employer;
 - 5.6.2. the performance or suitability of materials or goods manufactured in accordance with the Specification;
 - 5.6.3. the use of the materials or goods for any special purpose instead of for any normal purposes; or
 - 5.6.4. any failure or faults that arise as a result of use or application of the Works outside the stated Specification or the operational / functional parameters of the Works.

6. Responsibility for the design and the Documents

- 6.1. The Employer is responsible for the design of the Works, save in respect of the Contractor's Design Portion.
- 6.2. The Employer is responsible for making sure that the design and details shown in the Specification and the Documents:
 - 6.2.1. meet all legal requirements (including planning and building regulations); and
 - 6.2.2. are prepared with reasonable skill and care; and
 - 6.2.3. are suitable for the intended purposes; and
 - 6.2.4. are provided in a timely manner.
- 6.3. The Employer is responsible for paying all relevant fees under or in connection with their responsibility for the design, the Specification, and the Documents.
- 6.4. For the avoidance of doubt, the Contractor is not responsible for the design or details in the Specification or the Documents being fit for the intended purposes.

7. Programme

- 7.1. The Contractor will commence the Works on the Start Date, and subject to any extension to the Contract Period, the Contractor will achieve practical completion of the Works by the expiry of the Contract Period.
- 7.2. The Employer must provide the Contractor with free and unrestricted access to the Site from the Start Date and keep the Site clear of all obstructions to allow the Contractor to carry out the Works for the entire duration of the Contract.
- 7.3. The Contract Sum allows to carry out the Work in one continuous uninterrupted visit to the site. The Contractor reserves the right to charge for all additional visits or unplanned stoppages that may be incurred due to any of the causes of delay or disruption to the Works specified in clause 9.1.

8. Working Hours

- 8.1. The Contractor will undertake the Works during the working hours, which unless otherwise stated in the Quotation, shall be between 8am to 5pm (less breaks), Monday to Friday, excluding public holidays. If working outside of these hours is requested by the Employer then this shall be a variation.

9. Extending the Contract Period

- 9.1. The Employer will extend the Contract Period by a reasonable period to take into account any one (or more) of the following causes of delay or disruption to the Works:
 - 9.1.1. Any impediment, act or omission of the Employer, its agents or any third party for who the Contractor is not responsible;
 - 9.1.2. The Employers delayed instructions or lack of instructions in connection with the Works or any variations to the Works
 - 9.1.3. Suspension of all or part of the Contractors obligations under this Contract;
 - 9.1.4. Inclement weather conditions;
 - 9.1.5. Any delay or disruption caused by, or arising out of, Covid-19 or pandemic (including any measures, recommendations, regulations and legislation issued by the government and/or public authorities in relation to Covid-19 from time to time, and/or any consequences of Covid-19 which affects the Works including without limitation the Contractor being unable to reasonably access the Site, or delay in or non-delivery of any materials required for the Works;
 - 9.1.6. force majeure; or
 - 9.1.7. Any delay or disruption to the Works caused by any reason outside of the control of the Contractor.

10. The Site

- 10.1. The Employer is solely responsible for the conditions of the Site that existed before the Contractor began Works whether or not the Contractor has previously carried out any works at the Site under any other contract prior to the commencement of the Works.
- 10.2. Any additional or unforeseen works that arise due to the conditions of the Site shall be a variation.

11. Attendances



- 11.1. Unless otherwise expressly agreed in writing by the Contractor, the Employer shall provide the Contractor with all of the attendances stated in Schedule 1 for the entire duration of the Contract including for the undertaking of any defect rectification at no cost to the Contractor.
- 11.2. The Employer shall furthermore take all responsible precautions to ensure against theft of or damage to the Contractor's plant and materials during the entirety of the Works and for the undertaking of any defect rectification whether the Contractor is present on the Site or not.

12. Permissions, Licenses and Approvals

- 12.1. Unless agreed otherwise in writing, the Employer is responsible for obtaining all building regulations approval, planning permission and any other such licenses, notices, permits, permissions or approvals required in connection with the Works under any regulation or bylaw or any local or statutory authority before the Contractor starts the Works and keep to any conditions relating to the Works (including paying all the relevant costs and fees).
- 12.2. The Employer is also responsible for getting formal written confirmation that the Works meets the building regulations or planning permission.
- 12.3. If the Employer breaches this condition, the Employer must pay the Contractor any losses and damages that they may suffer as a result.

13. Payment

- 13.1. The Employer will pay the Contractor the Contract Sum as may be adjusted by any provision of the Contract, including the amount in respect of variations, any work which is to be treated as a variation, fluctuation, loss and expense, and any other sum which may be due to the Contractor under the provisions of the Contract or at law, together with all VAT due on such sums.
- 13.2. Where the Quotation states that remeasurement shall apply, then the Contract Sum shall be adjusted by remeasurement of the quantity of the work undertaken at the rates and prices within the Quotation, subject to any adjustment of those rates and prices by fluctuation or any other provision of the Contract.

Advance payment

- 13.3. An advance payment is to be paid by the Employer to the Contractor of a sum equal to 35% of the Contract Sum plus VAT by not later than 7 days prior to the commencement of the Works.
- 13.4. For the avoidance of doubt, and notwithstanding any other provision of this Contract, the Contractor shall be under no obligation to commence the Works or any part thereof until after the Employer has made the payment specified in clause 13.3. Any delay caused by the Employer failing to make payment to the Contractor of the advance payment shall entitle the Contractor to an extension to the Contract Period.

Interim payments

- 13.5. If a schedule of dates are stated in the Valuation Schedule at Schedule 1 and the Valuation Schedule provides an adequate payment mechanism then the Valuation Schedule at Schedule 1 shall take precedence in determining the Payment Due Date and the Final Date for Payment of all interim payments.
- 13.6. If the Valuation Schedule at Schedule 1 does not contain a schedule of dates and/or does not provide an adequate payment mechanism then the Valuation Schedule at Schedule 1 shall not apply, and instead the Contractor shall be entitled to further payments on an interim basis where Interim Valuation Dates for payment shall be the last working day in each month and shall continue to accrue until the Final Valuation Date.
- 13.7. The Contractor shall be entitled to raise interim applications for payment valued up to each relevant Interim Valuation Date. The Contractor shall be entitled to be paid for the value of any work carried out whether on the Site or off the Site, together with the cost of all goods and materials delivered to the Site, or stored off the Site up to the Interim Valuation Date, and any other sum that may be due under the terms of the Contract or at law.
- 13.8. The due date for any interim payment shall be the later of the relevant Interim Valuation Date and the date of the issue of the Contractors application for payment (the "Interim Due Date"). The Final Date for Payment of any interim notified sum shall be 30 days from the Interim Due Date, unless otherwise stated in the Valuation Schedule at Schedule 1 .

Final payment

- 13.9. Where the Employer is a Consumer (as defined at clause 27.1), then the Final Valuation Date shall be the date of practical completion of the Works. The due date for the final payment shall be the later of the Final Valuation Date and the date of the issue of the Contractors application for payment in respect of the Final Valuation Date (the "Final Due Date"). The Final Date for Payment of the final notified sum shall be 7 days after the Final Due Date, unless otherwise stated in the Valuation Schedule at Schedule 1 .
- 13.10. Where the Employer is not a Consumer, The Final Valuation Date shall be the date of expiry of the Defects Liability Period or the date of the correction of any defects notified within the Defects Liability Period whichever is the later. The due date for the final payment shall be the later of the Final Valuation Date and the date of the issue of the Contractors application for payment in respect of the Final Valuation Date (the "Final Due Date"). The Final Date for Payment of the final notified sum shall be 30 days from the Final Due Date, unless otherwise stated in the Valuation Schedule at Schedule 1 .

Payment Notification

- 13.11. Within 5 days of the relevant Interim Due Date or the Final Due Date as the case may be the Employer shall serve a payment notice specifying the sum that shall be paid by the Final Date for Payment and the basis of the calculation of that notified sum.
- 13.12. If the Employer fails to issue a payment notice within 5 days of the relevant Interim Due Date or the Final Due Date as the case may be, then the sum stated in the Contractor's application for payment shall automatically become the notified sum to be paid on or before the Final Date for Payment.
- 13.13. If the Employer intends to pay less than a notified sum, then they may serve a Pay Less Notice not later than 7 days before the Final Date for Payment specifying the sum that shall be paid by the Final Date for Payment and the basis of the calculation of that notified sum.

Retention

- 13.14. The Employer may deduct the Retention Percentage from any interim payments up to the practical completion of the Works.
- 13.15. Following the date of practical completion one half of the Retention Percentage shall be paid to the Contractor in the first Interim Valuation Date that follows the date of practical completion.
- 13.16. The remaining half of the Retention Percentage may be withheld by the Employer during the Defects Liability Period and shall be paid to the Contractor at the Final Due Date.



Late Payment

- 13.17. The Employer shall pay to the Contractor on any overdue payment simple interest at the rate of 8% a year above the Bank of England base rate calculated on a daily basis from the date the amount was due, until the date of payment at the interest rate in force on each day, and all reasonable costs incurred by the Contractor in recovering the overdue payment.
- 13.18. Without affecting the Contractor's other rights and remedies, the Contractor can suspend all or part of their obligations under the Contract if the Employer fails to pay any amount due and still fails to pay for seven days after receiving a written notice from the Contractor of their intention to end all or suspend all or part of the Contractor's obligations under the Contract.
- 13.19. The Contractor will be entitled to all reasonable costs and reasonable losses that the Contractor suffers (including loss of profit) involved in or resulting from suspending all or part of the Contractor's obligations under the Contract.

14. Title to material and goods

- 14.1. The Contractor shall retain full title and ownership of all goods and materials (whether fixed or unfixed) until such time as those goods and materials are paid for in full by the Employer.

15. Health and Safety

- 15.1. The Contractor will take reasonable steps to prevent or minimise health and safety risks caused by the carrying out of the Works.
- 15.2. The Employer shall adhere to all obligations imposed upon them by The Construction (Design and Management) Regulations 2015, take notice of all warnings the Contractor gives about any health, safety or environmental risks, and not knowingly allow any person at or visiting the Site to be exposed to any dangers from the Works.

16. Variations

- 16.1. A variation includes, but is not necessarily limited to:
 - 16.1.1. any alteration or modification of the design, the quality, or the quantity of the Works including:
 - 16.1.1.1. The addition, omission or substitution of any work;
 - 16.1.1.2. The alteration of the kind or standard of any of the materials or goods to be used in the Works; or
 - 16.1.1.3. The removal from site of any material, goods, or work executed (save where said materials, goods, or work is not in accordance with the Contract).
 - 16.1.2. Any imposition by the Employer of any obligations or restrictions in regard to the attendances to be supplied, the access to the site, limitations on working space, limitation of working hours, the execution or completion of any part of the work in any specific order, or any failure of the Employer at any time to undertake any matter which the Quotation provides that the Employer is to undertake.
 - 16.1.3. The matters detailed at clauses 5.4, 7.3, 8.1, 10.2, and 17.1 of these Conditions.
- 16.2. The Employer may not vary the Works without the prior approval of the Contractor. If the Employer wishes to vary the Works, then the Employer must confirm this in writing to the Contractor and if the Contractor agrees to vary the Works then the Contractor shall adjust the Contract Sum for the variation to the Works.
- 16.3. If the Works are varied under clause 16.2, or deemed a variation pursuant to any other provision of the Contract then the Contract Sum will be adjusted by:
 - 16.3.1. written agreement beforehand, if possible; or if not, then
 - 16.3.2. later written agreement; or if not, then
 - 16.3.3. referring to any Contract Sum, daywork rates or pricing documents, if this applies;
 - 16.3.4. or if not, then by a fair and reasonable amount.

17. Unexpected Works

- 17.1. If any unexpected work arises, the Contractor shall notify the Employer of the unexpected work and seek instructions as to how the Employer wishes for the Contractor to proceed. Any instruction to undertake unexpected additional work shall be a variation.

18. Loss and Expense

- 18.1. If the Works are delayed or disputed for any reason (other than the fault of the Contractor) then the Contractor shall be entitled to claim for any losses and expenses suffered as a result of, or arising out of, such delay or disruption.

19. Delay Damages

- 19.1. Subject to clause 19.2, if the Contractor fails to achieve practical completion of the Works by the expiry of the Contract Period (or any extension thereof), the Employer may deduct from any sum due to the Contractor the Liquidated Damages for the period between the expiry of the Contract Period (or any extension thereof) and the actual date of practical completion, subject always to the Employer issuing a valid Pay Less Notice specifying the deduction of the Liquidated Damages.
- 19.2. The Contractors total liability in respect of Liquidated Damages and/or delay damages of any kind shall be capped to a total aggregate sum equal to 5% of the Contract Sum.

20. Limitation of Liability for Damage

- 20.1. The Contractor shall not be held responsible for consequential loss, indirect loss, special losses, loss of profit, loss of business opportunity, or third party claims whatsoever arising out of or in connection with the execution of the Work.
- 20.2. Notwithstanding any other provision of the Contract, the liability of the parties shall not be limited in any way in respect of death or personal injury caused by negligence, fraud or fraudulent misrepresentation or any other losses which cannot be excluded or limited by applicable law.
- 20.3. Save in respect of those matters which the Contractor is not permitted to exclude as a matter of law, the Contractors total liability for financial losses, costs, expenses or damages of any kind (regardless of whether such liability arises in tort, contract or in any other way) shall be capped to a maximum total aggregate sum not exceeding 5% of the Contract Sum.

21. Defects



21.1. The Contractor will rectify any patent defects in the Works that arise in the Defects Liability Period due to the Contractor's faulty workmanship or materials and which have been notified to the Contractor by the Employer prior to the expiry of the Defects Liability Period.

21.2. The Contractor will not be responsible for the rectification of any defects that are not due to the Contractor's faulty workmanship or materials, this includes but is not necessarily limited to defects:

- due to the conditions of the Site or relevant property, that existed before the Contractor began Works;
- caused by the Specification or any design carried out by, or on behalf of, the Employer;
- caused by the use of the materials or goods for any special purpose instead of for any normal purposes;
- caused by the Employer, or any other person(s) (including wilful or accidental damage, or the modification by the Employer or any third party of any part of the Works, or the failure to properly operate, store or maintain and materials and goods);
- caused by any event outside of the Contractor's control;
- caused by inherent faults in the building, or its services; or

- caused by abnormal atmospheric conditions.

22. Liability and Insurance

22.1. The Employer will be responsible for personal injury or death caused by the Employer's negligence or the negligence of any person the Employer is responsible for.

22.2. The Contractor and the Employer shall affect and keep in force during all material times policies of insurance of adequate amounts against their respective legal liabilities in respect of injuries to persons or property arising out of and in the course of execution of the Work and the Contract and/or arising out of and in the course of the employment of any workmen or other party.

22.3. The Employer shall be responsible for any loss of and damage to the Works, any existing structures and contents, and for the provision of All Risks insurance in respect of the Works, existing structures and contents.

23. Termination

23.1. Without affecting the Contractor's legal rights and remedies, the Contractor can end all their obligations under the Contract immediately upon written notice in one (or more) of the following circumstances.

- 23.1.1. If the Employer fails to pay any amount due to the Contractor and such amount remains unpaid by the Employer after the expiry of 14 days from the Contractor giving written notice that the payment is overdue;
- 23.1.2. If the Employer, or any of their employees or agents, interfere with or obstruct the Works or fail to make the Site available to the Contractor at any time during the Contract Period;
- 23.1.3. If the Employer stops carrying on all or a significant part of its business, takes any step or action in connection with its entering administration, provisional liquidation, bankruptcy, or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up or made bankrupt (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), enters liquidation, or having a receiver appointed to any of its assets (or any one or more of these); or
- 23.1.4. If the Employer commits any breach of the Contract.

23.2. In the case of termination of the Contract, then the value of all goods delivered and/or works executed by the Contractor and all such other sums due to the Contractor under the Contract or at law shall immediately become due and payable from the Employer to the Contractor.

23.3. If the Employer becomes aware that any event has occurred, or circumstances exist, which may entitle the Contractor to terminate the Contract, it shall immediately notify the Contractor in writing.

24. Copyright

24.1. The Contractor owns the copyright in all documents produced by the Contractor.

25. Disputes

25.1. Any dispute between the parties, may at any time be submitted to adjudication under the rules as set out in The Scheme for Construction Contracts (England and Wales) Regulations 1998 (as amended). The nominating body shall be any nominating body chosen by the Referring party.

26. Third party rights and assignment

26.1. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this contract.

26.2. The Contractor may at any time assign the benefit of the Contract to any other party. The Employer may not assign the benefit of the Contract to any other party without the express written consent of the Contractor.

27. Consumers

27.1. Where an Employer purchases the Works in his or her personal capacity, and not for and on behalf of a business, nor for business purposes, nothing in these Conditions shall affect that Employer's statutory rights as a consumer under applicable laws.

28. Right to cancel (Consumers only)

28.1. This clause 28 only applies where the Employer is a consumer (as defined at clause 27.1). This clause does not apply where the Employer is not a consumer.

28.2. Only where the Employer is a consumer, then the Employer can cancel the contract with the Contractor for any reason by giving the Contractor notice in writing within 14 days of entering the contract. The cancellation period and the corresponding right to cancel the contract will expire after 14 days from the day of entering into the contract.

28.3. To exercise the right to cancel, the Employer must inform the Contractor of the Employer's decision to cancel the contract by a clear statement. This cancellation statement must be made in writing, identify the contract by reference to the Employer's name and the Premises name and address and be issued



to the Contractor in writing by post to Belle Partnership (Estates) Limited, The Old Temperance Hall, West End, Magor, Monmouthshire, NP26 3HT or by email to info@belle-partnership.com.

- 28.4. The Employer can use the cancellation form attached as Schedule 3 to cancel the contract, but it is not obligatory.
- 28.5. The written notice will be considered to have been given on the day it is posted or sent by email.
- 28.6. If the Employer cancels the contract under this condition, the Contractor will refund any money the Employer has paid to the Contractor in connection with the contract, except for the advance payment (if the parties agree that the advance payment is non-refundable), and in the circumstances set out below.
- 28.7. The Employer will have to pay for goods or services provided before the Employer cancels the contract if the Employer agreed to the Contractor providing the goods or services before the end of the 14-day cancellation period referred to above. The Employer will have to pay for the following types of goods and services provided before cancellation.
 - 28.7.1. Services of any kind;
 - 28.7.2. Goods that have been procured;
 - 28.7.3. Goods needed in an emergency;
 - 28.7.4. Goods that are personalised or made to the Employer's specification, and any services relating to those goods; and
 - 28.7.5. Goods that have been used or incorporated into the Premises

29. Waiver

- 29.1. A waiver of any right or remedy of the Contractor is only effective if given in writing by the Contractor. A delay or failure by the Contractor to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy; nor prevent or restrict the further exercise of that or any other right or remedy.

30. Variation of these conditions

- 30.1. No variation of the Conditions shall be effective unless it is in writing and signed by a Director of the Contractor and the Employer (or the Employer's authorised representatives).

31. Governing Law

- 31.1. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 31.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.



Schedule 1 – Attendance Schedule

Unless otherwise expressly agreed in writing by the Contractor, the Employer shall provide the Contractor with all of the following items attendances for the entire duration of the Contract including for the undertaking of any defect rectification at no cost to the Contractor.

1. To be completed E.g....
2. Applying for and securing all required planning permissions
3. Applying for and securing all required Building Regulations Approval
4. Applying for and securing all required Party Wall Consents
5. Temporary Electricity Supplies
6. Welfare facilities
7. Water
8. Etc....



Schedule 2 - Valuation Schedule

Application Submission Date	Payment Due Date	Final Date for Payment
To complete e.g.		
23/09/2021	30/09/2021	30/10/2021
24/10/2021	31/10/2021	30/11/2021
Or		
On completion of the Works	The date of receipt of the Application	Seven days after receipt of the Application

And thereafter payments shall become due on the last calendar date of every month until the "Last Interim Due Date", which shall be the last calendar day of the month immediately prior to the Final Due Date.

If the Valuation Schedule above does not contain a schedule of dates and/or does not provide an adequate payment mechanism then the Valuation Schedule shall not apply, and instead the Contractor shall be entitled to payments on an interim basis where Interim Valuation Dates for payment shall be the last working day in each month and shall continue to accrue until the Final Valuation Date.



Schedule 3 - Cancellation Form

To:

Belle Partnership (Estates) Limited
The Old Temperance Hall
West End
Magor
Monmouthshire
NP26 3HT

info@belle-partnership.com

I, the Employer _____

Of _____

hereby give notice that I cancel our contract for the following Works.

Works _____

At the Site _____

Signature _____

Date _____

Please note: This form is only for use where the Employer is a Consumer.



Where the Employer is a consumer, the Employer can cancel the contract with the Contractor for any reason by giving the Contractor notice in writing within 14 days of entering the contract. The cancellation period and the corresponding right to cancel the contract will expire after 14 days from the day of entering into the contract.