



## **TERMS AND CONDITIONS OF CONTRACT**

**WE BUILD ANY PROPERTY UK LIMITED  
A QUALITY CONSTRUCTION SERVICE FOR YOUR HOME  
OR BUSINESS PREMISES**

**Unit 4 Mackintosh Road  
Rackheath  
Norwich  
England  
NR13 6LJ**

**T: 01603 740 715  
E: [info@webuildanypropertyuk.co.uk](mailto:info@webuildanypropertyuk.co.uk)**

**Company Registration No: 15549160**

## TERMS AND CONDITIONS

1. Please read these terms and conditions carefully, as they set out the legal rights and obligations in relation to the goods and services provided by We Build Any Property UK Limited. By accepting the Quotation and/or paying the appropriate deposits, you will have deemed acceptance of all the terms and conditions listed below.
  
2. **DEFINITIONS:** The following definitions shall apply for the purposes of these standard Terms and Conditions for the supply of Goods and Services:
  - a. **'Business Day'** will mean Monday to Friday (excluding bank holidays).
  - b. **'The Customer'** is the consumer, either person, firm or company who purchases the Goods and Services from We Build Any Property UK Limited.
  - c. **'The Contract'** is formed on acceptance of a written Quotation provided by We Build Any Property UK Limited and/or accepted, on payment of the deposit by the Customer.
  - d. **'The Goods'** means the goods, materials, and or other items to be supplied pursuant to the Contract.
  - e. **'Goods Specification'** any specification for the Goods, including any relevant plans or drawings that is agreed in writing by the Customer and We Build Any Property UK Limited.
  - f. **'The Order'** is the Customers Order for the supply of Goods and/or Services as set out in the Customers purchase Order form, or the Customers written acceptance of We Build Any Property UK Limited Quotation along with payment of the agreed deposit.
  - g. **'Privacy Policy'** as detailed on our website at <https://webuildanypropertyuk.co.uk/>
  - h. **'Quotations'** will be provided to every Customer giving the estimated cost for the Goods and/or Services they require.
  - i. **'Supplier':** We Build Any Property UK Limited. Company Registration No: 15549160.
  - j. **'The Services Specification'** mean the Services to be supplied by We Build Any Property UK Limited as written in the Quotation.
  - k. **The Area of Work'** means the agreed premises for the Services to be carried out for the Customer by We Build Any Property UK Limited.
  - l. **'By Written Agreement'** means by letter, either handwritten or typed and/or email.
  
3. **CONTRACT:** These conditions form part of the Contract for Services and shall apply to each agreement for the supply of Services between We Build Any Property UK Limited and the Customer. These Terms and Conditions shall prevail over any other terms, with no variations to

apply to these Terms of Conditions unless previously agreed in writing by We Build Any Property UK Limited.

- a. The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Goods Specification or Service Specification are complete and accurate unless We Build Any Property UK Limited has accepted responsibility for part or all of the Goods Specification or Service Specification in writing.
  - b. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation assurance or warranty made or given by or on behalf of We Build Any Property UK Limited which is not set out in the Contract.
  - c. A written Quotation for the Goods and Services required will be provided by We Build Any Property UK Limited, and upon accepting the Quotation and paying the appropriate deposit, the Contract will be formed. The Order is also then deemed agreed and accepted by We Build Any Property UK Limited.
  - d. The Customer shall not cancel the Contract without prior written consent from We Build Any Property UK Limited.
  - e. The Customer must provide We Build Any Property UK Limited 4 weeks' notice to cancel the Contract which must be given in writing to We Build Any Property UK Limited. Please see section 9 for further information.
  - f. If the Customer wishes to terminate the Contract, then penalties may apply. Please see section 8 for further information.
  - g. No oral promises or agreements are a part of this Contract or terms. All oral agreements will be put in writing.
  - h. Please see our website regarding our Privacy Policy:  
<https://webuildanypropertyuk.co.uk/privacy>
4. **GOODS:** The Goods are described in the Contract and/or in the Goods Specification and/or Quotation.
- a. The Supplier warrants that on delivery of the Goods they shall:
    - i. conform in all material respects with the Goods Specification;
    - ii. be free from material defects in design, material and workmanship;
    - iii. be of satisfactory quality (within the meaning of the Consumer Rights Act 2015);  
and
    - iv. be fit for any purpose held out by We Build Any Property UK Limited.

- b. The Customer must give notice in writing within five Business Days of delivery if they believe that some or all the Goods do not comply with the warranty set out above.
  - c. We Build Any Property UK Limited must be given a reasonable opportunity of examining such Goods, and if requested by We Build Any Property UK Limited, the Customer must return such goods to We Build Any Property UK Limited place of business at the Customers cost.
  - d. We Build Any Property UK Limited shall, at its option repair or replace the defective Goods.
  - e. We Build Any Property UK Limited shall not be liable if the Goods failed to comply with a warranty in clause 4.a, if:
    - i. The Customer makes any further use of such Goods after giving a notice in accordance with clause 4.b;
    - ii. The defect arises because the Customer failed to follow the Suppliers oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods;
    - iii. The defect arises as a result of We Build Any Property UK Limited following any drawing design or Good Specification supplied by the Customer;
    - iv. The Customer alters or repairs such Goods without the written consent of the We Build Any Property UK Limited;
    - v. The defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal working conditions;
    - vi. The defect consists of a naturally occurring fault or characteristic in the materials from which the Goods are constructed including those which develop or become apparent during seasoning, ageing, or settling in;
    - vii. The Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable Statutory or Regulatory standards.
  - f. Except as provided for in this clause 4. We Build Any Property UK Limited shall have no liability to the Customer in respect of the failure of the Goods to comply with the warranty set out in clause 4.a.
  - g. Ownership of the Goods will not pass to the Customer until full payment of the agreed Quotation has been made.
  - h. All Goods will be subject to manufacturer's warranty if provided.
5. **SERVICES:** The work and Services as detailed below, will be carried out to the standard a reasonable person can expect.

- a. The Services provided by We Build Any Property UK Limited are expressly written within Services Specification/Quotation.
- b. We Build Any Property UK Limited shall provide the Services to the Customer in accordance with the Service Specification and/or Quotation in all material respects.
- c. We Build Any Property UK Limited shall use all reasonable endeavours to meet any performance dates for the Services set out in the Service Specification, but any such date shall be estimates only and shall not be of the essence for the performance of the Services.
- d. We Build Any Property UK Limited shall have the right to make any changes to the Services which are necessary to comply with any applicable Law or safety requirement, or which do not materially affect the nature or quality of the Services, and We Build Any Property UK Limited shall notify the Customer in any such event.
- e. The Customer agrees to promptly provide We Build Any Property UK Limited with all information which We Build Any Property UK Limited may require in order for them to carry out its Services under the Contract, this includes details of obstacles that could be damaged or may cause damage to We Build Any Property UK Limited equipment, and the Customer must have the property fully insured to cover any claim or damage caused by We Build Any Property UK Limited whilst in the process of carrying out the Contract.
- f. We Build Any Property UK Limited may not be held responsible for any accidental damage that is caused by them.
- g. Any damage caused to the Customer's premises or personal property following any repair work undertaken by We Build Any Property UK Limited shall not be held to be the fault of We Build Any Property UK Limited and they shall not be liable for the same unless such damage is directly caused by defective repair work undertaken by We Build Any Property UK Limited.
- h. We Build Any Property UK Limited will not be responsible for any damage caused to internal materials, including but not limited to wall tiles, paint, plaster board, floor tiles, floorboards or flooring, whilst carrying out repair works to faulty systems, boilers, goods, pipes, taps, toilets or otherwise that were not fitted or installed by We Build Any Property UK Limited, unless it is expressly including in the Quotation that We Build Any Property UK Limited shall replace said internal materials.
- i. While carrying out the Services, We Build Any Property UK Limited accepts no responsibility for loss or damage caused to the Customers property due to the Customer leaving the property unsecured to allow We Build Any Property UK Limited to carry out the work in their absence.
- j. The Customer commits to granting sufficient and reasonable access to the Area of Work throughout the period of the Contract.
- k. Any defects in works which result from We Build Any Property UK Limited faulty workmanship or materials must be put in writing to We Build Any Property UK Limited within 1 month of completion of the works, for which We Build Any Property UK Limited will remedy without charge.

- l. The above warranty shall not extend to, nor will We Build Any Property UK Limited be liable for any defects arising from the Customers own actions or lack of care, including without limitation, deliberate damage, removal or other abuse or damage caused by the Customer.
  - m. We Build Any Property UK Limited are permitted to take photos of any work being carried out at any point for marketing purposes. If you do not wish to consent to this, you must notify We Build Any Property UK Limited in writing.
6. **CUSTOMER OBLIGATIONS/SCOPE OF WORKS**: this will be agreed between We Build Any Property UK Limited and the Customer before the work commences.
- a. We Build Any Property UK Limited will provide a written Quotation of the Goods and Services that the Customers requires We Build Any Property UK Limited to complete.
  - b. The Customer must ensure that the terms of the Order and (if submitted by the Customer) the Goods Specification are complete and accurate.
  - c. The Customer must obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.
  - d. Materials and Goods delivered to the Area of Work, and tools left in the Area of Work become the responsibility of the Customer.
  - e. We Build Any Property UK Limited will work towards what is written within the Quotation, and if We Build Any Property UK Limited cannot complete the works, or the Customer wishes to include further work to be done, this will be agreed in writing with We Build Any Property UK Limited and the Customer before it is commenced.
  - f. We Build Any Property UK Limited will try to ensure an allocated slot during which the Goods and Services are provided to the Customer. We Build Any Property UK Limited will try to ensure the work is carried out as agreed on a specific date and time, but when We Build Any Property UK Limited cannot do the work as agreed then another date and time will be issued when practically reasonably to do so but to reiterate time will not be of the essence for completion dates.
  - g. The Customer commits to granting sufficient and reasonable access to the area during the performance of the Contract and that they allow We Build Any Property UK Limited and any of their employees/contractors' immediate access to such part or parts of the Area of Work as are reasonably required by We Build Any Property UK Limited for the performance of the Contract between 7:30am to 4:30pm. Monday to Friday inclusive and if necessary, with prior consent from the Customer on Saturdays and Sundays between 9am to 5pm.
  - h. If the Customer fails in its obligations, as mentioned above (Customer Default), and causes any delays or by any act or omission by them, or failure by the Customer to perform any relevant obligation, then We Build Any Property UK Limited will be unable to perform its obligations under the Contract unless the Customer provides for a remedy.

- i. We Build Any Property UK Limited cannot be held liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from We Build Any Property UK Limited failure or delay to perform any of its obligations as a result of Customer default.
  - j. The Customer shall reimburse We Build Any Property UK Limited on written demand for any costs or losses sustained or incurred by We Build Any Property UK Limited arising directly or indirectly from Customer default.
7. **PRICE:** This will be agreed between We Build Any Property UK Limited and the Customer before signing these Terms and Conditions.
- a. The prices payable for the Goods and Services shall be those set out in the Quotation.
  - b. All Quotations are valid for 30 days and may be subject to alteration after that date.
  - c. Quotations include costs of Services only. The cost of any Goods and / or materials shall be provided upon completion of the works in a final invoice.
  - d. Upon acceptance of the Quotation any Services that are to be provided by We Build Any Property UK Limited shall be booked within 2 calendar months from the date the Quotation is accepted. If the Services are not booked within this timeframe then We Build Any Property UK Limited are entitled to provide an altered Quotation for the works.
  - e. The Quotation is a best estimate of price at the time of viewing what is needed for agreed works whilst considering existing area conditions and layout at the time of viewing.
  - f. Acceptance of the Quotation signifies acceptance of these Terms and Conditions of the Contract and represents a legally binding contract between We Build Any Property UK Limited and the Customer.
  - g. If the Customer requires work outside of the written Quotation, then at We Build Any Property UK Limited discretion additional costs may be incurred and charged to the Customer. These additional costs will be agreed before the additional works are commenced.
  - h. Any work requested by the Customer that is not set out in the Quotation will be charged and added to the invoice as extra work.
  - i. The charges shall be calculated in accordance with We Build Any Property UK Limited standard hourly fee rates as set out in the Quotation and is applicable depending on the job type.
  - j. The Supplier's standard hourly fee rates for each individual person are calculated based on an eight hour day from 9 AM to 5 PM work on business days.
  - k. We Build Any Property UK Limited shall be entitled to charge over time rates on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the services outside the hours referred to in clause above. The following rates shall apply:

- i. Any work completed between 5pm to 10pm Monday to Friday and 9am to 1pm on a Saturday shall be charged at time and a half;
    - ii. Any work completed between 10pm to 12am Monday to Friday and 1pm to 5pm on a Saturday shall be charged at double time;
    - iii. Any work completed between 12am to 9am Monday to Friday, 12am to 9am and 5pm to 12am on a Saturday and any time on a Sunday shall be charged at triple time.
  - l. We Build Any Property UK Limited shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom We Build Any Property UK Limited engages in connection with the Services including, but not limited to, travel expenses, hotel costs, subsistence, and any associates expenses and for the cost of Services provided by third parties and required by We Build Any Property UK Limited for the performance of the Services, and for the cost of any materials.
  - m. We Build Any Property UK Limited reserves the right to increase its standard hourly fee rates for the charges for the Services provided that such charges cannot be increased more than once in any 12 month period.
    - i. We Build Any Property UK Limited will give the Customer written notice of any such increase two months before the proposed date of the increase. If such increase is not acceptable to the Customer, it shall notify We Build Any Property UK Limited in writing within four weeks of the date of their notice and We Build Any Property UK Limited shall have the right without limiting its other rights or remedies to terminate the Contract by giving two weeks' notice to the Customer.
  - n. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable (VAT). Where any taxable supply for VAT purposes is made under the Contract by We Build Any Property UK Limited to the Customer, the Customer shall, on receipt of a valid VAT invoice from We Build Any Property UK Limited, pay to We Build Any Property UK Limited such additional amounts in respect of that as are chargeable on the supply of Services or Goods at the same time as payment is due for the supply of the Services or Goods.
  - o. In respect of Goods, the Supplier shall invoice the Customer before on or any time after completion of delivery.
- 8. **PAYMENT:** As agreed by We Build Any Property UK Limited and the Customer on acceptance of the Quotation.
  - a. We Build Any Property UK Limited has full discretion to charge a deposit for the works payable within 7 days before the works are to commence.
  - b. The Customer must pay We Build Any Property UK Limited 10% of the Quotation by way of deposit. This is payable at the time of booking.



- c. Invoices will be issued at pre-agreed stages. Invoices are to be paid within 7 days of receipt.
- d. We Build Any Property UK Limited will provide details of their bank for payment to be made, which is contained on the initial Quotation.
- e. We Build Any Property UK Limited does not accept payments of invoices by credit card.
- f. The work is completed as described within the agreed Quotation when the Goods have been delivered.
  - i. When deemed complete by We Build Any Property UK Limited, if the Customer states that any adjustment, repair, replacement, or cleaning of the final works is outstanding, this shall not be cause for delay of payment of the outstanding invoice, but rather shall be considered warranty items and will be rectified by We Build Any Property UK Limited as soon as reasonably practical to do so.
- g. If the Customer fails to make any payment on the due date, then, without prejudice to any other right or remedy available to We Build Any Property UK Limited, We Build Any Property UK Limited shall be entitled to:
  - i. cancel or suspend the contract;
  - ii. apply reasonable penalty fees.
- h. Failure to make payment within the stated time period per 8b & 8c above, from the date of the issued invoice may cause penalty fees.
- i. Failure to make payments as agreed on the determined dates, if staged payments are agreed, means that We Build Any Property UK Limited will be entitled to stop the works being carried out due to a breach of this agreement. If this happens, then We Build Any Property UK Limited will be entitled to payment for all the work carried out and for all the Goods supplied to date of the termination or suspension of the Contract and will retain any deposit or interim payment made towards this.
- j. Should the Customer cause the work to be suspended for any reason for a period or periods amounting to 30 days or more, then We Build Any Property UK Limited will be entitled to immediate payment for the work already completed in whole or in part, along with payment for materials specifically ordered for the agreed works.
- k. If the works are delayed or suspended as per sections 8.i or 8.j above, then We Build Any Property UK Limited may be unable to re-commence work immediately upon payment being made and it is at the discretion of when We Build Any Property UK Limited can continue the works as soon as practically reasonable to do so. We Build Any Property UK Limited cannot be held liable for any expense or inconvenience caused by any reasonable or unavoidable delay.
- l. Interest will be charged on unpaid invoices per month, after delivery at 4% above the base rate of Barclays Bank plc or at the rate payable on judgement debts, 8% whichever is higher.

- m. The terms of payment of the price of the Services and all fees, expenses, and costs shall be of the essence of the Contract.
- n. It may be necessary to instruct Solicitors and/or Legal Representatives to recover any outstanding sum from the Customer. If this becomes necessary, then the Customer will be liable to pay We Build Any Property UK Limited's legal fees and disbursements in full.
- o. The Customer may be asked to make payment to We Build Any Property UK Limited for any scheduled visit where work is not carried out or partly carried out due to the following conditions on site:
  - i. no reasonable access;
  - ii. lack of materials provided as previously agreed by the Customer and We Build Any Property UK Limited;
  - iii. for reasons of health and safety.

#### **9. TERMINATION OF CONTRACT:**

- a. The Customer has the right to cancel a new contract (in writing or by email) that has a value of over £50 within 14 days of the date that the Contract was made only if that Contract is classed by Government Regulations as being an "off premises sale".
- b. If the Customer chooses to cancel the works carried out by We Build Any Property UK Limited 4 weeks prior to the works commencing, then no payment is due.
- c. If the Customer chooses to cancel the Contract within 7 days before the works are to commence, a cancellation fee of 20% of the total value of the Quotation will be payable.
- d. If the Customer cancels the Contract and has paid a deposit, the deposit paid will be non-refundable.
- e. If the Customer chooses to cancel the Contract after the works have commenced, then at We Build Any Property UK Limited discretion, the full estimation amount may be due.
  - i. This payment amount is at the discretion of We Build Any Property UK Limited, depending on the time spent, works completed to date, time scheduled for the works and the materials obtained.
- f. Without limiting its other rights or remedies We Build Any Property UK Limited may terminate the Contract by giving the Customer not less than 7 days written notice from when the Goods were intended to be delivered.
- g. Without limiting its other rights or remedies each party may terminate the Contract with immediate effect by giving written notice to the other party if;
  - i. The other party commits a material breach of its obligations under the Contract and (if such breach is irremediable) fails to remedy that breach within 10 business days after receipt of notice in writing to do so;

- ii. The other party suspends or threatens to suspend payments of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts;
- h. Without limiting its other rights and remedies, We Build Any Property UK Limited may terminate the Contract with immediate effect by giving written notice to the Customer, if the Customer fails to pay any amounts due under this Contract on the due date for payment.
- i. On termination of the Contract for any reason:
  - i. The Customer shall immediately pay to We Build Any Property UK Limited all of We Build Any Property UK Limited outstanding unpaid invoices and interest and in respect of Services supplied, but for which no invoice has yet been submitted, the supplier shall submit an invoice which shall be payable by the Customer immediately on receipt.
- j. The Customer shall return all of We Build Any Property UK Limited materials and any goods which have not been fully paid for. If the Customer fails to do so, then We Build Any Property UK Limited may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safekeeping and will not use them for any purpose not connected with this Contract.
- k. We Build Any Property UK Limited may terminate the Contract at any time during the progress of the works, but this will be done in writing to the Customer with reasons as to why the works cannot be completed.

#### **10. COMPLAINTS:**

- a. If the Customer has a complaint, then they should put the complaint in writing to We Build Any Property UK Limited who will try to resolve the matter amicably. We Build Any Property UK Limited will take all endeavours to reach an agreement, fair to both parties.
    - i. On completion of the works, complaints must be received within 28 days for We Build Any Property UK Limited to consider.
    - ii. A full written response will be provided within 8 weeks.
  - b. If the complaint is not satisfied, in the first instance, both parties must consider alternative dispute resolution to reach a fair and amicable resolution.
  - c. Litigation through the Courts must be a last resort.
11. Please ensure that you have read the Terms and Conditions before accepting this agreement by paying the appropriate deposit. By accepting these Terms and Conditions you agree to the Contract and Quotation supplied, and you undertake to comply with all Terms and Conditions as mentioned above.

CUSTOMERS DETAILS

NAME:.....

ADDRESS:.....

CONTACT NUMBER:.....

EMAIL ADDRESS:.....

SIGNED:.....