

**TERMS AND
CONDITIONS**



DEFINITIONS

In this document, the following words shall have the following meanings:

- Company means Westmount New Homes which is the trading name of Westmount New Homes LTD.
- Client means any person who purchases Goods and Services from Westmount New Homes.
- Goods / Works mean the articles specified in the Proposal.
- Quotation means a statement of work, a payment option as so described in a verbal quotation or estimate, a written quotation or estimate or other similar document describing the Goods and Services to be provided by the Supplier.
- Supplier means Westmount New Homes of 54 Penhill Rd, Bexley DA5 3EN
- Standard Terms and Conditions means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.
- Order means the confirmation to proceed with the proposal made by the client either verbally or in writing.

Taxes and Duties

All prices shown are exclusive of all taxes and duties, including VAT. VAT will be due at the rate ruling on the date of our invoice.

Validity

All quotations are valid for three months from the estimate date, subject to fluctuations in the prices of materials. Prices cannot be guaranteed after this date

Payment Terms

We take payments after the first two weeks and then every two weeks thereafter relative to our Schedule of works.

We enter a percentage up to 100% of complete works in each item column, once this has been agreed with the client we will submit an invoice which is payable on receipt.

Disputes

In the event there is a dispute with the invoice or work carried out, any disputes should be raised in writing within 5 days of invoice date. Should we not receive written notification of a dispute within this time period, payment is due and any disputes will be initially dealt with internally and interest will accrue as listed above.

Variations and Extras

Any unforeseen work or variations will be agreed before commencement to a fixed quotation where possible, in all other cases a day work rate of Competent Tradespersons at £38.75/hr.

Cancellation

No agreement to proceed or order placed by a client, may be cancelled by the client, except with the seller's agreement made in writing, and on terms that the client shall indemnify the seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials), damages, charges and expenses incurred by the seller as a result of cancellation. However, you have the right to end the contract if without reasonable cause (without affecting your other legal rights and remedies) if we stop

work for 14 working days or more, without prior agreement. Any monies due will be subject to our standard payment terms.

We can suspend or cancel your order, without affecting our legal rights and remedies, in one or more of the following circumstances:-

1. If you fail to pay any interim bill and still fail to pay for 5 days after receiving a written notice demanding payment.
2. If you, or anyone you employ, or relation, or agent interfere with or obstruct the work or fail to make the site available for us (without good reason) for the contract period (or any one or more of these)
3. If you become bankrupt or go into liquidation or make a composition or arrangement with your creditors (or any one or more of these). After we use our right to suspend this contract we can end it if you are still at fault, we will be entitled to all payments under our standard terms and conditions and any costs involved in suspending or ending the contract. We are also entitled to claim for any losses we suffer (including loss of profits) resulting from suspending the contract. However, you can still use your legal rights and remedies under our terms and conditions of trading.

Delivery

Any time or date specified for delivery/works to be carried out is an estimate only and we will not be liable for any loss or damage whatsoever due to failure by us to deliver the goods (or any of them) promptly, nor shall delay or failure to deliver the goods promptly entitle the client to rescind the contract. Furthermore, the client is bound to accept delivery and to pay for the goods in full provided that delivery shall be tendered at any time within three months of the estimated delivery date.

Co-operation

the client will co-operate with us and with provide us with any information reasonably required to carry out the works in a timely fashion.

The client will be responsible for provision of a 240v electrical supply and reasonable access to water, and toilet facilities at their cost.

The client will make available reasonable secure storage space for the duration of the works.

Responsibility for all works carried out and/or materials delivered to site shall be at the client's risk from delivery.

Any typographical, clerical or other error or omission in any sales literature, quotation, invoice or other documentation issued by us will be subject to correction without any liability on our part.

Ownership

Without prejudice and in spite of delivery having been made, property in the Goods shall not pass from the seller to the client until the client has paid the Price plus VAT in full: and no other sums whatever shall be due from the client to us.

Until property in the goods / works passes to the client, the client shall store / take care of any installed works / delivered goods (at no cost to the seller) in good condition and covered by a relevant insurance policy.

Until property in the goods / works passes from the seller to the client, any / all proceeds of sale or otherwise of the goods works shall be held in trust for the seller and shall not be mixed with other money or paid into any overdrawn bank account and shall be at all material times identified as the seller's money.

Until such time as property in the goods passes from the seller to the client: the client shall upon request deliver up such of the goods / works as have not ceased to be in existence to us. If the client fails to do so the we may enter upon any premises owned occupied or controlled by the client where the goods / works are situated and repossess them.

Force Majeure

neither party shall be liable for any default due to any act of God, war, strike, lockout, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.

Law

This contract is subject to the law of England and Wales.

Guarantee

At relevant stages of each project we will notify local authority or privately appointed building control officer to carry out inspections of work to be signed off at each stage until completion when client will receive a final certificate of completion.

With regards to new build projects we will engage a Building Warranty company to provide 10 year warranty of which during the initial two years of the warranty period, the company (identified as "WMNH") will be responsible for addressing and rectifying any defects that are discovered.

This guarantee is subject to the following conditions:

1. Claims must be notified in writing to the Company within seven days from the date of delivery or (where the defect is not apparent on reasonable inspection) as soon as practicable after discovery of the defect.
2. The Company shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the customer.
3. The Company shall be under no liability if the defect or failure, in the reasonable opinion of the Company, arises from wilful damage or misuse, negligence by the customer or any third party, failure to follow the Company's instructions, or alteration or repair of the goods without the Company's prior approval.
4. The Company shall be under no liability if the price for the goods has not been paid by the due date for payment.
5. The above guarantee does not extend to parts, materials or equipment not manufactured by the Company, in respect of which the customer shall be entitled only to the benefit of any such guarantee as is given by the manufacturer to the Company
6. Except in the case of death or personal injury caused by the Company's negligence, the Company shall not be liable for any consequential loss or damage (whether for loss of profit or otherwise) or other claims for consequential compensation.

**WESTMOUNT
NEW HOMES LTD**

54 Penhill Rd,
Bexley DA5 3EN