

BLOCK AND STONE

GARDEN DESIGN & CONSTRUCTION, RESIN BOUND DRIVEWAYS & PATIOS,
PAVING, WATER FEATURES & LIGHTING, FENCING, TURF & ARTIF'L LAWNS,
PROPERTY REFURBISHMENT & MAINTENANCE & PROJECT MGT
65 Bowman Mews, Southfields, London SW18 5TN
Tel: 07800 851483 Email: BLOCKANDSTONE@MAIL.COM
Website: www.BLOCKANDSTONE.CO.UK



Contractual Agreement (the 'Contract')

This Contract is made and entered into on , and any variance of the terms will only be valid when mutually agreed by both parties, between BLOCK AND STONE (the 'Contractor') and (the 'Client')
..... Contact telephone no: Contact email address:

With respect to the Contractor's Quotation letter dated 2023, in respect of the Works as detailed and agreed by the Client, the Client agrees the price of £..... and to pay in total such sum herewith, and in consideration of:

- (i) the payment of £ being a non-returnable 10% deposit on the day of booking;
- (ii) a further payment of £ being 40% of Contract value cleared funds on Start day;
- (iii) a final payment of £ on the day of Completion (plus any further amounts as agreed);

Bank Details: Santander
Account Name: Block and Stone.
Account No: 80787858
Sort Code: 09-01-28

The Contractor will, subject to weather conditions or as otherwise agreed, arrive at the Client's address:
..... on the Start Date, to excavate, prepare the site and thereafter endeavour to ensure continuous works until Completion of the Contract (unless otherwise agreed or unavoidable i.e. materials un-available, unforeseen incident, weather permitting, etc).

The Contractor will provide all the services, materials and labour necessary to complete the works as detailed in the Contractor's Quotation letter dated (the 'Works'). The Contractor's anticipated start date is / to be agreed at a later date (the 'Start date'), and the end date is anticipated to be which may be varied subject to weather or other factors (the 'Completion date') (together the 'Contract period'). It is accepted that the Contractor's Start date may be varied due to weather and / or other unforeseen factors and the Client will be advised at the earliest opportunity.

Materials may be delivered as from the Start date and thereafter at the discretion of the Contractor.

Natural Aggregate, Sandstone, Limestone and Marble products are mined and may have lines or marks made by naturally occurring calcite or other minerals, giving each a unique variation of markings, with some darker and lighter tones. Many Porcelain tiles are manufactured to mimic natural stone with deliberately engineered markings. Because of these naturally occurring or engineered markings the product chosen may differ from the samples shown to the Client. The Contractor is not liable to replace such product which has been ordered in good faith from the Supplier. If the Client requests a replacement/different product, the Client will be liable for any associated costs.

Resin Bound Aggregate products are mixed to an industry standard mix in a force-fed barrel mixer, this is then hand trowelled to a smooth finish then crushed glass is broadcast to aid slip resistance. During daylight hours the Resin Bound Aggregate has a smooth textured finish, under the hours of darkness if direct horizontal artificial light is applied this will create some shadowing and show slight undulations from the trowelling which is normal and accepted in the hand trowelling process.

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The Client's chosen surface as laid by the Contractor, is laid to industry standards, and is normally covered by the Workmanship Guarantee offered by Block and Stone, however, should the surface be disturbed by an 'Act of God' i.e. an accident or event resulting from natural causes without human intervention, and one that could not have been prevented by reasonable foresight or care e.g. flood, drought, heave, earthquake or storm (the list is taken from the insurance parameters and is not conclusive), then the Contractor accepts no liability whatsoever to compensate or to repair the said surface.

It is accepted that the finish (materials and workmanship) of exterior Landscaping is not comparable to that of interior finishes and the Contractor will work to industry standards, using products from a reputable supplier.

During the Contract period the site will be maintained as tidy and safe as possible. Unused material will be neatly stacked on the Client's premises, road-side deposits which are left overnight will normally be cordoned off with high visibility safety net or barriers and, if thought necessary, battery powered warning lights deployed during hours of darkness.

The Contractor will normally distribute to nearby homes a courtesy letter advising neighbours of the Contracted Works to be carried out at the Client's property.

The Client will: (i) allow the Contractor's employees and other authorised persons uninterrupted access to the site during normal working hours or as agreed for the entire Contract period; (ii) allow the Contractor unrestricted access to electrical power and running water; (iii) allow lorries to deliver and take away material relative to the Contract; (iv) allow the Contractor to use machinery, labour and additional services deemed necessary to complete the Works; (v) allow the Contractor and his staff access to toilet facilities; and (vi) the supply of beverages, would be greatly appreciated.

It is agreed that should the Contractor discover, and there is a need to make the Client aware of, an increase in any of the materials quoted and agreed, i.e. should the existing materials be of an inferior quality / not reusable, then the Client agrees to cover the cost of the new materials required in order to complete the Contracted Works.

It is accepted that during the Contracted Works, whilst the Contractor will take care and consideration as to the well-being of Trees, Shrubs and other plants in the vicinity of the Works, they may suffer vibration shock and / or other disturbance to their roots below ground and their greenery above ground, in the unfortunate instance that the plant(s) dies, the Contractor will bear no legal responsibility to replace such plant(s).

It is the Client's responsibility:

- to move all their possessions out of the way of the Contractor and the Contractor will take every reasonable care not to damage or break any of the Client's possessions and will not be liable to repair or replace any items which are damaged. Should the Contractor require to have access through the Client's house, or other decorated structure, then the Client agrees that the Contractor will not be liable for redecoration or repair of the internal decoration of the said access or work areas;
- to ensure that the Contractor is made aware of any statutory provisions, by-laws, planning or building regulations specific to the site prior to the commencement of the Works;
- to ensure that the Contractor is made aware of any Conservation Area issues, local / street Council or Authority issues or any hard or soft landscaping rules, regulations or requirements;
- to check with regard to arboriculture works, the presence of Tree Preservation Orders or Conservation Area requirements and to ensure consent for the work is granted before commencing the Works;
- to arrange with the local authority and to pay for the parking of one vehicle (Mercedes Sprinter Tipper Truck, white, registration KX19 UAM, or other designated vehicle), for each and every day that the Contractor is on site.

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- to ensure the area is safe, and to point out (preferably in writing or on a plan) any known hazards such as under-ground and overhead utility services, drains, pipework, ditches, soak-away or water courses, and including internet or other form of communication services and security devices, also asbestos or other hazardous substance, also any underground building works or other impediment, to the digging out, excavating or boring works or works on site in general. After commencement of the Contract Works the Contractor will have the right to re-price any area Works, and will not be held responsible, should any of these services or hazards be discovered and suffer damage by the Contractor whilst under-taking the Works for the Client, the Client agrees to pay any charges in connection with the making good of such damages / consequential loss whatsoever;

- to ensure that there is no footfall until 6 hours and vehicle traffic 24 hours after installation of the Resin Bound Aggregate surface, during colder autumn / winter months the curing time is longer, therefore, no footfall for 9 hours and vehicle traffic 48 hours after installation. Any such incursions (including animals) onto the uncured Resin surface resulting in impressions on the surface will be the responsibility of the Client and no liability attaches to the Contractor.

Ad hoc jobs will normally be under-taken on a quoted or verbally agreed cost basis. For clarity, any extra works carried out by the Contractor and either acknowledged in writing or verbally or passively agreed will be charged and invoices will be presented upon job completion, unless otherwise agreed with the Client.

The Contractor will maintain Tradesman's Public Liability Insurance.

The Client will permit the erection of the Contractor's site boards for up to one month prior to the Start date and one month after Completion. And, also allow the Contractor to invite prospective clients to discretely view completed works subject to prior agreement. And, also to allow the publishing of photographs of our works.

On Completion, the Client to sign a Declaration of Satisfaction of Works and Services provided by the Contractor and pay the final instalment. In return the Contractor will issue a receipt for the total payments received and normally provide a written Guarantee for the completed Works. Furthermore, the Contractor will return one month after Completion to inspect the Works, rectify any reasonable identified defects and attend to any issue(s) that may have risen from the Contractor's Works, also to remove any site boards.

In the event of any non-payment and provided all the Works are deemed satisfactory, the Contractor reserves the right to charge interest at 5% over the base rate accruing daily on any outstanding amounts and to pursue the matter through the English County Courts and legal system.

CANCELLATION

If up to fourteen days prior to the agreed Works Start date, the Client cancels the Contract, the Client will forfeit 50% of the initial deposit paid. If the Contract is cancelled within seven days of the agreed Works Start date, the Client agrees to pay in addition to forfeiture of 100% of the initial deposit, an additional sum of monies to cover the net costs incurred by the Contractor in organising services and materials for the Works.

Signed by the Client:

(signature) Print Name: Date

(signature) Print Name: Date

Signed on behalf of the Contractor:

(signature) Print Name: Mr ANTHONY ALLEN Date
Trading as BLOCK AND STONE