

# 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](mailto:BLOCKANDSTONE@MAIL.COM)  
Website: [www.BLOCKANDSTONE.CO.UK](http://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 ..... 2021, 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) [stage payment(s) on the 10th and 20th working day(s) from the Start date if applicable]; and
- (iv) 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 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. 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 be cordoned off with high visibility safety net or barriers and, if thought necessary, battery powered warning lights deployed during hours of darkness.

# 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](mailto:BLOCKANDSTONE@MAIL.COM)  
Website: [www.BLOCKANDSTONE.CO.UK](http://www.BLOCKANDSTONE.CO.UK)

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; and, (v) allow the Contractor and his staff access to toilet facilities which would be greatly appreciated.

It is the Client's responsibility:

- to move all 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; and
- to ensure the area is safe, and to point out (preferably in writing or on a plan) any known hazards such as underground and overhead utility services, drains, pipework, ditches, soak-away or water courses, and including internet or other form of communication services and security devices. 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 be discovered and suffer damage by the Contractor whilst under-taking the Works for the Client;
- to arrange with the local authority and to pay for the parking of one vehicle (Citroen Relay, white, registration LG12AFY, or other designated vehicle), for each and every day that the Contractor is on site.

Ad hoc jobs will be under-taken on a quoted or verbally agreed cost basis, 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.

# 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](mailto:BLOCKANDSTONE@MAIL.COM)  
Website: [www.BLOCKANDSTONE.CO.UK](http://www.BLOCKANDSTONE.CO.UK)

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 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 50% 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 .....

\*\*\*\*\*

### Notes:

.....  
.....  
.....  
.....