

Home Repair and Maintenance Contract

JCT



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This contract is for home repairs and maintenance

Customer's name: _____

Address: _____

Phone number: _____

Address of the premises where the work will be done, if different from the above:

Contractor's name: _____

Address: _____

Phone number: _____

VAT registration number: _____

If he is not registered for VAT the contractor must tick here.

1 The work

(a) Description of the work the customer wants the contractor to do:

(b) While the work is being done, the premises will:

be lived in not be lived in



(c) The details of the work are given in the documents ticked below.

- A specification prepared by the customer dated: / /
- A specification prepared by the contractor dated: / /
- A quotation from the contractor dated: / /

(Both the customer and the contractor should initial the documents and the customer should keep the originals with his copy of this contract.)

2 Using facilities on the premises

The customer has ticked below the facilities which he will allow the contractor to use free of charge.

- Electricity Telephone/fax
 Washroom/toilet Water

3 Price

(a) The contractor's quotation for the work, which the customer has accepted by ticking one of the boxes below, is:

a fixed price of £ (including any VAT)

a rate of £ an hour (including any VAT)

for labour, plus the contractor's invoices (including any VAT) for materials he supplies with the customer's agreement.

(b) After the work has started, if the customer wants any extra work done, and the contractor is prepared to do it, they will agree any extra price before the contractor goes ahead with the extra work. If the work is being done for a fixed price and the customer wants to reduce the amount of the work to be done, the contractor will make an appropriate reduction in the price.

4 Payment

(a) The contractor must finish all the work he agreed to do before being paid for it.

(b) When the contractor has finished all the work he agreed to do, he will give the customer an itemised invoice, showing any VAT charged for each item. If the customer is reasonably satisfied that all that work has been done, he will pay the invoice no later than 14 days after receiving it from the contractor.

5 Insurance

The contractor must have:

- enough insurance to cover himself and the customer for the full costs of any damage to the work while it is being done and to materials on the premises for use in the work; and
- an up-to-date public liability policy covering death or injury to people and damage to property.

6 Starting and finishing the work

(a) The contractor will start the work at the premises on / / . (See clause 6(c) below.) He will finish it within days (not including weekends and bank holidays, unless other arrangements are made). The customer will allow the contractor to work from am to pm each day.

(b) The customer accepts that if he increases the work after it has been started, the contractor may need more time.

(c) The contractor does not have to provide any goods or services listed in clause 9(f) before the end of the seven-day cancellation period referred to in clause 9(a). If the customer would like the contractor to provide any of those goods or services before this time, the customer must confirm this in writing. The customer accepts that he may have to pay for those goods or services, even if he later cancels this contract.

- 7 Doing the work**
- (a) The contractor will do the work competently and carefully. He will not sub-contract any of the work without the customer's permission. The contractor will still be responsible for any work sub-contracted.
 - (b) The customer will not obstruct the contractor and will allow him to do the work during the times agreed between them.
 - (c) The contractor will clear away his rubbish from the work and leave the work areas clean and tidy at the end of each day and when the work is finished.
- 8 Health and safety**
- (a) The contractor will keep to all his legal responsibilities for health, safety and environmental matters and warn the customer about any dangers from the work.
 - (b) The customer will not knowingly allow people living in or visiting the premises, particularly children, to be exposed to any dangers from the work.

9 Right to cancel

- (a) The customer can cancel this contract for any reason by giving the contractor notice in writing within 7 days of signing the contract.
- (b) The customer can use the cancellation form attached as Schedule 1 at the back of this contract to cancel this contract, but does not have to. On that cancellation form, the contractor should fill in:
 - (i) the name and address of the person the cancellation form should be sent to; and
 - (ii) the contract reference number or code, or any other details that identify the contract.
- (c) The customer can send the written notice by post or email, or can deliver it in person. The notice should be sent or delivered to the name and address set out in the cancellation form at the back of this contract.
- (d) The written notice will be considered to have been given on the day it is posted or sent by email, whether or not the contractor actually receives it.
- (e) If the customer cancels this contract under this clause 9, the contractor will refund any money the customer has paid to the contractor in connection with this contract, except in the circumstances set out in clause 9(f) below.
- (f) The customer may have to pay for goods or services provided before he cancels this contract if he has agreed, in writing, to the contractor providing the goods or services before the end of the seven-day cancellation period referred to in clause 9(a) above. The customer may have to pay for the following types of goods and services provided before cancellation.
 - (i) Services of any kind
 - (ii) Goods needed in an emergency
 - (iii) Goods that are personalised or made to the customer's specification, and any services relating to those goods
 - (iv) Perishable goods (goods which decay or go bad quickly)
 - (v) Goods that have been used or incorporated into the land
- (g) If the customer cancels this contract, any related credit agreement (for example, a credit agreement the contractor has provided or arranged in connection with this contract) will automatically be cancelled.

10 Rights and remedies

- (a) The customer and the contractor can claim from each other the costs and expenses which result from either of them failing to keep to this contract.
- (b) This contract does not rule out or limit any other legal remedies which may be available to the customer or the contractor.
- (c) Only the customer and the contractor can take action to enforce the terms of this contract.

11 Disputes

- (a) The customer or the contractor can start court proceedings to settle any disputes.
- (b) The customer or the contractor can have disputes decided within 21 days by an adjudicator appointed under an adjudication scheme for this contract. This adjudication scheme is run by The Royal Institution of Chartered Surveyors (RICS), the Royal Institute of British Architects (RIBA), or the National Specialist Contractors Council (NSCC). This is as well as the right to go to court.
- (c) The contractor agrees that if he wants a dispute to be decided by adjudication, he will not apply to the National Specialist Contractors Council.
- (d) If the customer or the contractor chooses adjudication to decide disputes, they both accept that the cost, rules and procedures involved will become part of this contract.

Free details of the cost, rules and procedures for adjudication are available from the following.

The Royal Institution of Chartered Surveyors
Dispute Resolution Service
Surveyor Court
Westwood Way
Coventry
CV4 8JE
Phone: 020 7222 7000
Fax: 020 7334 3802
E-mail: drs@rics.org.uk

Royal Institute of British Architects
Adjudication Administrator
66 Portland Place
London
W1N 4AD
Phone: 020 7307 3649
Fax: 020 7307 3754
E-mail: adjudication@inst.riba.org

National Specialist Contractors Council
Royal London House
22-25 Finsbury Square
London
EC2A 1DX
Phone: 0844 249 5351
Fax: 0844 249 5352
E-mail: enquiries@nsc.org.uk

12 Law of the contract

The laws of England and Wales apply to this contract.

Customer's signature: _____

Contractor's signature: _____

Date:

Schedule 1

Cancellation form

If you want to cancel the contract you **must do so in writing** and deliver or send it to the person named below. You can use this form if you want to, but you do not have to.

To:

(contractor to insert name and address of the person the notice may be given to.)

I want to cancel my contract:

(contractor to insert reference number, code or other details to identify the contract).

Customer's signature:

Name and address:

Date:

Guidance notes for customers

What sort of work is this contract for?

As its name suggests, you can use this contract if you are having repairs and maintenance (such as electrical rewiring, plumbing or painting and decorating) carried out on your home by a contractor. It covers the sort of things which may not take a great deal of time – perhaps a day or less in some cases and maybe up to 2 or 3 weeks for others.

The contract is designed for work which isn't structural and isn't likely to involve more than one trade. If you are going to have building work done (for example, an extension or major alterations), you should consider using one of the other consumer contracts we produce, such as the **'Building contract for a home owner/occupier who has not appointed a consultant to oversee the work'** (if you will deal directly with the builder) or the **'Building contract and consultancy agreement for a home owner/occupier'** (if a professional will organise things for you).

Choosing a contractor

Choosing the right person or firm for the job is essential for having the work done properly and to your satisfaction. Personal recommendations from friends or neighbours can be very useful.

Unless it's an emergency, don't be rushed into making a choice – you might regret it later. If you can, check that the contractor is properly qualified and has enough insurance to cover injury or damage while the work is being done.

When you get in touch with contractors, tell them that you want to use this contract for the work. Otherwise there could be confusion and you may find that the quotation for the job is based on the contractor's own terms and conditions which might not be as even-handed.

Before you sign the contract, make sure that all the appropriate parts of the contract have been filled in. It's important that both you and the contractor know precisely what work you want doing, when it will be done, and the cost (which can either be a fixed price or an hourly rate). You should normally ask for a fixed price if all the details and timing of the work can be agreed before the contractor starts. An hourly rate might be suitable for odd jobs or where the amount of repair work is unknown. Whichever option you choose, remember that under this contract you only have to pay for the work when the contractor has finished it. After the contract is signed by you and the contractor, give a copy to the contractor.

Agreeing the contract details

If any problem occurs, either while the work is being done or afterwards, and you can't settle the matter with the contractor, the contract gives both of you the right to apply for an independent adjudicator to deal with it. This can be arranged quite quickly, at a reasonable cost, and can save the time and trouble of having to go to court. **Before you sign the contract, find out about the adjudication scheme referred to in clause 11 on page 4. Details of the adjudication scheme are available at www.jctcontracts.com and from the organisations running the scheme.**

A proper contract

Whatever the job is, and however straightforward you think it will be, it's always better to have the protection of a proper legal agreement like this one. It has no technical jargon and has gained Plain English Campaign's Crystal Mark for clarity. We hope you find it useful.