Terms of Business

Carpentry & joinery estimating and take-off services

These terms explain how **Carpentry Estimator Ltd** works with its clients: what we provide, what we need from you, how and when we are paid, and how responsibility is shared. Please read them before instructing us. The summary below is for convenience only; the full terms that follow are what apply.

KEY TERMS AT A GLANCE	
Our fee	Fixed fee, as set out in your Quotation. All fees are exclusive of VAT.
Turnaround	Typically within 7 working days of receiving complete drawings and your go-ahead.
Payment	Due within 7 days of our invoice. Late payments attract statutory interest and compensation.
Your drawings	We measure from the information you provide. Revised drawings after we start are charged as extra work.
Using our work	Once paid, you may use the estimate for the named project, including sharing it with your client.
Our liability	Limited to the fee paid for the estimate concerned. You remain responsible for your final tender price.

1 ABOUT THESE TERMS

1.1 **Application.** These terms apply to every Quotation given and all Services provided by Carpentry Estimator Ltd (**"we"**, **"us"**, **"the Company"**) to the person, firm or company that instructs us (**"you"**, **"the Client"**). Together with the Quotation they form the whole contract between us (the **"Contract"**).

1.2 **Acceptance.** The Contract is formed when you accept our Quotation in writing (including by email), or when you instruct us to start work or send us drawings to proceed, whichever happens first. By doing so you accept these terms.

1.3 **Your terms do not apply.** These terms apply in place of any terms you may put forward, including on a purchase order, sub-contract order or similar document, unless we have expressly agreed otherwise in writing signed by a director of the Company.

1.4 **Business clients.** Our Services are provided to businesses in the construction industry. If you are a consumer, your statutory rights are not affected by anything in these terms.

1.5 **Order of precedence.** If there is any conflict between the Quotation and these terms, the Quotation will take priority for the scope of work, fee and turnaround only.

2 DEFINITIONS

2.1 In these terms:

(a) **Quotation** means our written quotation or fee proposal for the Services, including any scope, assumptions and exclusions it contains.

(b) **Services** means the estimating, take-off and related services described in the Quotation.

(c) **Deliverables** means the estimate, bill of quantities, schedules, notes and any other documents we provide as part of the Services.

(d) **Project Information** means the drawings, specifications, schedules, photographs and any other information you provide to us.

(e) **Project** means the project named in the Quotation.

(f) **Fee** means the fee for the Services set out in the Quotation, plus any additional fees agreed under these terms.

(g) **Business Day** means a day other than a Saturday, Sunday or public holiday in England.

3 OUR SERVICES

3.1 **Scope.** We will carry out the Services described in the Quotation with the reasonable skill and care expected of a competent carpentry and joinery estimator. Anything not expressly included in the Quotation is excluded.

3.2 **What is not included.** Unless the Quotation expressly says otherwise, the Services do not include:

(a) design, structural engineering or calculations of any kind;

(b) site visits, site surveys or measurement on site;

(c) checking that the Project Information is complete, accurate, co-ordinated or compliant with Building Regulations, British Standards or any other requirement;

(d) pricing, rates or labour figures, which are for you to decide; and

(e) procurement, programming, project management or contract administration.

3.3 **Additional services.** You may ask us to carry out additional services, such as re-measuring revised drawings, pricing or extra sections of work. We will confirm the additional fee and timescale before starting. Additional services are governed by these terms.

3.4 **How we work.** We decide the method and means of carrying out the Services. We provide the Services as an independent business and not as your employee, worker or agent, and we may use our own staff or sub-consultants at our own cost while remaining responsible for their work.

4 YOUR INFORMATION AND RESPONSIBILITIES

4.1 **Project Information.** You must give us all Project Information reasonably needed to carry out the Services, in a clear and legible form, and tell us of anything you know that may affect the estimate. We are entitled to rely on the Project Information you provide without checking it.

4.2 **Errors in your information.** We are not responsible for any error, omission, discrepancy or lack of detail in the Project Information, or for any consequence of it. Where we notice an obvious discrepancy we will normally point it out, but we have no duty to look for one.

4.3 **Revisions.** The Fee covers one set of Project Information. If drawings or specifications are revised, added to or replaced after we have started, we may charge an additional fee and the turnaround will be extended. We will tell you before carrying out the extra work.

4.4 **Checking the Deliverables.** You must review the Deliverables, including the notes, assumptions and exclusions, before you rely on them, submit a tender or place orders. The decision to tender, the rates used and the final price are entirely your responsibility.

5 THE NATURE OF OUR ESTIMATES

5.1 **Estimates, not guarantees.** Our Deliverables are an estimate of quantities prepared from the Project Information available on the date of issue. They are not a guarantee of the final quantities, materials, labour or cost required to complete the work, which may be affected by site conditions, design changes, workmanship, waste and other factors outside our control.

5.2 **Notes and assumptions.** The notes, assumptions, allowances and exclusions in the Deliverables form part of them and must be read with them.

5.3 **Rates and prices.** Where the Quotation includes pricing, any rates or material prices reflect our understanding of the market at the date of issue, are for guidance only and should be checked with your suppliers before use.

5.4 **No reliance by others.** The Deliverables are prepared for you and for the Project only. No other person may rely on them, and we accept no responsibility to anyone else who does.

6 TURNAROUND

6.1 **Timescales.** Any turnaround given is our good-faith estimate and runs from the later of: (a) our receipt of complete Project Information; and (b) your acceptance of the Quotation and payment of any deposit requested. Time is not of the essence.

6.2 **Delays.** We are not responsible for delay caused by late, incomplete or revised Project Information, by your failure to answer queries promptly, or by any other act or omission on your part.

7 FEES AND PAYMENT

7.1 **Fee.** The Fee is fixed as set out in the Quotation and is exclusive of VAT, which will be added at the applicable rate.

7.2 **Deposits.** For new clients or larger projects we may ask for a deposit or for payment in full before work starts. Where we do so, this will be stated in the Quotation.

7.3 **Invoicing.** Unless the Quotation says otherwise, we will invoice on completion of the Services. Payment is due within **7 days** of the invoice date (the **"Due Date"**) by bank transfer to the account shown on the invoice.

7.4 **No conditions on payment.** Payment is not conditional on you winning the tender, the Project going ahead, or you being paid by any other party.

7.5 **Queries and disputes.** If you dispute any part of an invoice you must tell us in writing within 7 days of the invoice date, giving full reasons. You must pay any undisputed part by the Due Date. You may not withhold, set off or deduct any amount from our invoices except as permitted by law.

7.6 **Release of Deliverables.** We may hold back the final Deliverables until any payment due under the Contract has been received.

8 LATE PAYMENT

8.1 **Interest and compensation.** If you do not pay in full by the Due Date, we are entitled to claim statutory interest and fixed-sum compensation under the Late Payment of Commercial Debts (Interest) Act 1998, currently interest at 8% a year above the Bank of England base rate, from the Due Date until payment.

8.2 **Recovery costs.** You must also pay our reasonable costs of recovering overdue sums, including legal and debt-collection costs, to the extent permitted by law.

8.3 **Suspension.** If any sum is overdue, we may suspend work on any of your projects after giving you at least 7 days' written notice, until payment is received in full. Any turnaround will be extended accordingly.

9 CANCELLATION

9.1 **Cancelling an instruction.** You may cancel the Services at any time by written notice. You must then pay for all work carried out up to the date of cancellation, assessed by us as a fair proportion of the Fee, together with any additional fees and expenses already incurred.

9.2 **Work already delivered.** If the Deliverables have been issued before cancellation, the full Fee is payable.

10 OWNERSHIP AND USE OF OUR WORK

10.1 **Our intellectual property.** All copyright and other intellectual property rights in the Deliverables, and in our templates, spreadsheets, methods, software and know-how, belong to us.

10.2 **Your licence.** Once the Fee has been paid in full, we grant you a non-exclusive, non-transferable licence to use and copy the Deliverables for the purposes of the Project, including sharing them with your client, quantity surveyor, suppliers and advisers for that Project.

10.3 **Restrictions.** You may not use the Deliverables for any other project, sell or pass them on to others for their own use, or remove our name and branding from them, without our written consent. Until the Fee is paid in full, no licence is granted.

10.4 **Anonymised use.** We may keep and use anonymised quantities, extracts and data from our work to improve our services and for marketing and training. We will not identify you, your client or the Project without your consent.

11 CONFIDENTIALITY AND DATA

11.1 **Confidentiality.** Each party will keep confidential all information received from the other that is marked confidential or would reasonably be regarded as confidential, and will use it only for the purposes of the Contract. This does not apply to information that is public (other than through breach of these terms), already known to the receiving party, or that must be disclosed by law. This obligation continues for 2 years after the Contract ends.

11.2 **Data protection.** Each party will comply with the UK General Data Protection Regulation and the Data Protection Act 2018 in relation to any personal data shared under the Contract. We use your contact details only to provide the Services, manage our relationship with you and keep you informed about our services, and you may opt out of marketing at any time.

12 OUR LIABILITY

12.1 **What we do not limit.** Nothing in these terms limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot lawfully be limited or excluded.

12.2 **Putting things right.** If you believe there is an error in the Deliverables caused by our failure to use reasonable skill and care, you must tell us in writing within 10 Business Days of receiving them. We will investigate and, where the error is ours, correct the Deliverables at no extra cost. This is your first remedy and we must be given the opportunity to put things right.

12.3 **Losses we are not responsible for.** We will not be liable, whether in contract, tort (including negligence) or otherwise, for any:

(a) loss of profit, revenue, business, contract or anticipated savings;

(b) loss arising from your tender, pricing, purchasing or contractual decisions, or from a tender being won or lost;

(c) loss arising from errors in, or changes to, the Project Information; or

(d) indirect, special or consequential loss of any kind.

12.4 **Overall limit.** Subject to clause 12.1, our total liability arising out of or in connection with the Contract, however caused, is limited to the Fee paid to us for the Services in which the error occurred.

12.5 **Time limit for claims.** Any claim against us must be notified in writing within 12 months of the date the relevant Deliverables were issued, failing which we will have no liability for it.

12.6 **Claims against individuals.** You agree not to bring any claim personally against any of our directors, employees or sub-consultants in connection with the Services. This clause may be relied on by those individuals.

12.7 **Insurance.** We maintain insurance appropriate to the nature and scale of our business and will provide evidence of cover on reasonable request.

13 ENDING THE CONTRACT

13.1 **Material breach.** Either party may end the Contract by written notice if the other commits a material breach and fails to put it right within 7 days of being asked in writing to do so.

13.2 **Non-payment and insolvency.** We may end the Contract immediately by written notice if you fail to pay any sum by its Due Date, or if you become insolvent, enter administration or liquidation, make an arrangement with creditors or stop trading.

13.3 **Effect of ending.** When the Contract ends, for any reason, you must pay for all Services carried out up to that date. Clauses 8, 10, 11, 12 and 15 continue to apply.

14 EVENTS OUTSIDE OUR CONTROL

14.1 Neither party will be in breach of the Contract or liable for any failure or delay in performing its obligations (other than payment) caused by events beyond its reasonable control. The time for performance will be extended accordingly.

15 DISPUTES AND THE CONSTRUCTION ACT

15.1 **Talk to us first.** If you are unhappy with any aspect of our Services, please contact us at info@carpentryestimator.co.uk. Both parties will try in good faith to resolve any dispute promptly by discussion.

15.2 **Construction Act.** Where the Contract is a construction contract under the Housing Grants, Construction and Regeneration Act 1996, these terms will be read so as to comply with that Act, and either party may refer a dispute to adjudication at any time. In that case the adjudicator will be nominated by the Royal Institution of Chartered Surveyors.

15.3 **Law and courts.** The Contract and any dispute arising from it are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

16 GENERAL

16.1 **Notices.** Notices under the Contract may be given by email. Notices to us must be sent to info@carpentryestimator.co.uk. Notices to you may be sent to the email address you have used to instruct us.

16.2 **Changes.** No variation of the Contract is effective unless agreed in writing by both parties. We may update these terms from time to time; the version in force when the Quotation is accepted will apply.

16.3 **Entire agreement.** The Contract is the entire agreement between us and replaces any earlier discussions or arrangements. Neither party has relied on any statement not set out in it.

16.4 **Assignment.** You may not transfer your rights or obligations under the Contract without our written consent.

16.5 **Third parties.** Except as stated in clause 12.6, no one other than the parties has any right to enforce these terms under the Contracts (Rights of Third Parties) Act 1999.

16.6 **Severance and waiver.** If any part of these terms is found to be unenforceable, the rest will remain in effect. A failure or delay in enforcing any right is not a waiver of it.

ACCEPTANCE (OPTIONAL)

Acceptance of a Quotation by email is sufficient. Where a signed copy is required:

Client company _____

Name _____

Position _____

Signature _____

Date _____