

Form Of Agreement For Supply and Erection of Bespoke Green Oak Frame at

This agreement is made between(the client) and Castle Ring Oak Frame, Castle Ring Wood, Beggars Bush, Evenjobb, Powys, LD8 2PB (CROF) on the day of 2012

It is now agreed as follows:

CROF undertakes to design, build and erect the green oak timber frame in accordance with the approved Client Drawings for the Contract Sum of £.....+ vat

The Contract Sum includes

- Frame design (workshop drawings, client drawings, 3D modelling)
- Structural calculations
- Materials (oak, pegs, leadwork where specified, damp proof course)
- Fabrication
- Delivery
- Raising (crane and raising crew)

The Contract Sum does not include

- Groundworks by others
- Scaffolding
- Planning and Building Regulation drawing fees to local authority
- Building work to complete finished project
- Cleaning/oiling of oak frame

General Conditions

Payment Terms

1. 5% as a Holding Deposit due on signing of Agreement, to cover frame drawings and structural calculations
2. 30% due on signed approval of Client Drawings by Client, to cover cutting list for oak
3. 35% due on completion of frame fabrication prior to delivery
4. 30% due on completion of erection

The staged payments set out above are subject to the following terms:-

- Payments 1 and 2 are non refundable
- Payment 2 – ordering of oak will only proceed upon receipt of payment
- Payment 3 – delivery to site can only proceed upon receipt of payment. Upon payment materials and fabrications work shall immediately become the property of the Client and CROF will hold them on trust fully insured
- Payments up to and including stage 3 to be met by client irrespective of whether frames are actually erected on site or not
- All staged payments should be received within 7 days of date of invoice. Late payments are liable to interest surcharge calculated at 4% above Bank Of England base rate at CROF's discretion

Contract Period

Firm dates for the delivery and erection of the frame are to be agreed once the oak has been delivered. CROF will not accept responsibility for delays caused by variations to the original scheme made at Client's request, or as a result of circumstances beyond our control which we could not have reasonably foreseen at the date of this agreement

Variations

Any variations the Client wishes to make to the original scheme are to be confirmed in writing. Additional costs of re-design and any increase or decrease in Contract Sum are to be agreed in writing by both parties

Substructure

Where groundworks are provided by others, care must be taken in setting out for square and level. Tolerance of no more than 5mm over 3m. CROF agrees to check completed groundworks for anomalies at least 2 weeks prior to raising so that any problems can be rectified.

Access

The site should be reasonably level with a compacted stone area available for storage of components. Hard standing should also be available around the perimeter of the structure to allow easy access to plant in the raising of the frame

Scaffolding

It is the Client's responsibility to organise and pay for suitable scaffolding that meets Health and Safety requirements. Provision may be needed for scaffolding to be adapted during the raising.

Power

The Client is expected to provide electricity on site for power tools/lighting

Security

The Client is responsible for all materials once delivered and should ensure that adequate storage and security is provided and that all materials are insured

Insurance

CROF will effect and maintain full public and employee's liability insurance and all risks insurance for both materials and labour until completion of their works on site

Defective Goods

CROF agrees to remove and replace any defective components of the oak frame although it should be understood that natural shrinkage and cracks are not considered defects in green oak

Glazing

CROF do not supply and fit glazing systems to green oak frames. Where Direct Face Glazing or Joinery Units are specified by clients, CROF will liaise with 3rd parties to ensure correct industry standard detailing at frame manufacturing stage. It must be stressed that liability for weatherproofing in such cases is with the supplier

Termination Clause

Either party will be free to terminate the contract after a period of 2 months following the proposed raising date

Disputes

In the event of a dispute arising out of the obligations of either party to the Agreement, then either party may but without prejudice to such other rights of action as may exist, require the appointment of a Surveyor to act as arbitrator. Such Surveyor to be appointed by the President of the Institute of Chartered Surveyors, the decision of such Surveyor to be final and binding upon both parties and costs are to be within his award.

I/We confirm acceptance of this Agreement

Signed(Client)

CROF

Date