

Palmers

OF TRENT BRIDGE

Home Improvement Centre

Palmers Custom Conservatories Ltd

11 Radcliffe Road, Trent Bridge, Nottingham. NG2 5FF

Telephone (0115) 9818218 enquiries@palmersoftb.co.uk

This Construction Contract (“Contract”) is entered into on the 26th of April 2024 (the “Effective Date”), by and between Palmers Custom Conservatories, with an address of 11 Radcliffe Road, Nottingham, NG2 5FF (the “Contractor”) and Ross Whiting, with an address of 222 Loughborough Road, Ruddington, Nottingham, NG11 6NX, (the “Customer”), collectively the “Parties.”

1. Construction Services. The Customer wishes to obtain the Contractor’s services to perform the following work (the “Services”). Detailed plans and specifications illustrating the Services shall be attached to this Contract.

The demolition of the current property and construction and completion of 2x new dwellings upon the land known as 222 Loughborough Road, Ruddington, Nottingham, NG11 6NX in line with the planning application 23/01689/FUL and the relevant approved plans - granted by Rushcliffe Borough Council.

The Services are to be performed at the following address:

222 Loughborough Road, Ruddington, Nottinghamshire, NG11 6NX

(the “Property”).

The Contractor agrees to furnish the labour, materials, and supplies necessary to perform the Services in accordance with the terms and conditions contained in this Contract. Upon completion of the Services, the Contractor will remove all materials, supplies, and other debris.

1. Changes in the Services. The Customer may request reasonable changes to the Services described in Section 1. Any changes to the Services must be in writing and signed by both the Contractor and the Customer. The Customer agrees that any changes to the Services may result in additional charges and extend the Construction Schedule described in Section 3.
2. Construction Schedule. The Contractor will complete the Services in accordance with the following schedule. The Customer agrees that all dates are subject to change if the Customer requests any changes or additions to the Services. Completion date is further subject to weather conditions.

Start Date: 15th April 2024

1. Payment Schedule. The Customer agrees to pay the Contractor the Total Payment specified below for the Services in accordance with the following schedule:

Upon execution of the Contract: £50,000

Upon completion of 50% of the Services: £750,000

Upon completion of all Services: Further £700,000

TOTAL AMOUNT DUE: £1,500,000

The Contractor agrees to provide Customer a breakdown of all costs (i.e., materials and labor) upon the Customer's request.

1. Representations.

1. Contractor Representations. The Contractor will perform the Services in a workmanlike manner, in compliance with all applicable laws, regulations, codes, restrictive covenants, and homeowners' association requirements.
2. Customer Representations. The Customer is the legal owner of the Property, or otherwise has authority to permit construction upon the Property. The requested Services are in accordance with all applicable laws, regulations, codes, restrictive covenants, and homeowners' association requirements. The Customer has the financial ability to pay the Contractor for the Services.

2. Obligations.

1. Contractor Obligations. The Contractor will obtain, at its own cost, all necessary permits and approvals to perform the Services. The Contractor agrees to provide the Customer lien waivers, lien releases, and/or acknowledgement of full payment upon receipt of each payment laid out in the Payment Schedule in Section 4 above. The Contractor will take all reasonable safety precautions in performing the Services. The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons and property.
2. Customer Obligations. The Customer will provide the Contractor, its employees, agents, and subcontractors, reasonable access to the Property for the purpose of performing the Services. The Customer agrees to keep the Property clear of all known and potential hazards. The Customer further agrees to keep all pets out of the work area of the Property.
3. Insurance. The Contractor warrants it is adequately insured for injury to its employees and any others incurring loss or injury as a result of the acts of the Contractor or its employees and subcontractors. The Contractor additionally warrants it is adequately insured for any damages and/or losses experienced at the Property as a result of the acts of the Contractor or its employees and subcontractors.
4. Subcontractors. The Contractor may engage subcontractors to perform work at its discretion, provided that the Contractor shall fully pay any subcontractor and in all

instances remain responsible for the proper completion of this Contract and any and all actions of the subcontractor.

5. Events Beyond Contractor's Control. The Customer agrees that if the Contractor is unable to complete the Services by the Completion Date because of reasons that were not caused by the Contractor (i.e., availability of necessary supplies, materials, etc.) or because of events beyond the Contractor's control (such as labor issues, fire, flood, acts of God, vandalism, etc.), the Contractor will not be deemed to have breached this Contract and the time for the Contractor to complete the Services will be extended by the amount of time reasonably necessary for the Contractor to complete the Services and at a schedule agreeable to the Parties. The time for the Customer to pay the Contractor for the Services will be extended in the same manner.
6. Liability Waiver. If a Contractor, or any of its employees, contractors, agents, or the like are injured in the course of performing the Services, the Customer is exempt from liability for those injuries to the fullest extent allowed by law, unless such injury is caused by the negligence of the Customer.
7. Termination. The Customer can terminate the Contract by giving written notice: (a) if the Contractor commits any material breach of this Contract and fails to correct the breach within 10 days of notice of the breach; or (b) if there is any repeated failure by the Contractor to execute the Services in an acceptable standard and to the reasonable satisfaction of the Customer.

The Contractor can terminate the Contract by giving written notice: (a) if the Customer fails to make the payments required and set forth in Section 4 within 5 days of notice of failure to make a payment; or (b) if the Customer commits any other material, non-financial breach and fails to correct the breach within 10 days of notice of the breach.

1. Entire Agreement. This document reflects the entire agreement between the Parties and reflects a complete understanding of the Parties with respect to the subject matter. This Contract supersedes all prior written and oral representations. The Contract may not be amended, altered or supplemented except in writing signed by both the Contractor and the Customer.
2. Dispute Resolution and Legal Fees. In the event of a dispute arising out of this Contract that cannot be resolved by mutual agreement, the Parties agree to engage in mediation. If the matter cannot be resolved through mediation, and legal action ensues, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
3. Legal and Binding Contract. This Contract is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Contract.
4. Severability. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

5. Waiver. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
6. Applicable Law. This Contract shall be governed and construed in accordance with the laws of the country where the Property is located, without giving effect to any conflicts of laws provisions.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND THAT CUSTOMER IS SATISFIED WITH THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT. CUSTOMER SHOULD NOT SIGN THIS CONTRACT IF THERE ARE ANY BLANK SPACES. CUSTOMER IS ENTITLED TO A COPY OF THIS CONTRACT.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Contractor

Signed: 

Name: Clive Whiting

Date: 26th April 2024

Customer

Signed: 

Name: Ross Whiting

Date: 26th April 2024