



**DATED**

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**TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES**

**NU HOME DEVELOPMENTS LIMITED**

## 1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

### 1.1 Definitions:

**Building Merchant:** a supplier of construction materials.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**CDM Regulations 2015:** the Construction (Design and Management) Regulations 2015.

**Charges:** the charges payable by the Customer for the supply of the Services in accordance with and Schedule 1.

**Commencement Date:** has the meaning given in clause 4.1.

**Conditions:** these terms and conditions.

**Contractor:** as defined in clause 4.2.

**Customer:** the person who purchases Services from the Supplier.

**Customer Default:** has the meaning set out in clause 6.2.

**Development:** any construction development to be undertaken at the Property.

**Estimate:** the calculation for the build cost of the project produced by the Supplier.

**Feasibility Report:** a report produced by the Supplier considering the viability of the Project considering planning permission, environmental impact assessment, budget and costs, materials to be used, programme considerations as set out in Schedule 2.

**Labour Costs:** the charges incurred by the Customer in respect for any Contractors, builders, tradesmen and third party suppliers engaged from time to time.

**Labour and Materials Estimating Service:** a service provided by the Supplier as set out in Schedule 2.

**Materials:** all materials to be used in the construction of the Development.

**Principal Contractor:** as defined in the Construction (Design and Management) Regulations 2015.

**Project Management Services:** a service provided by the Supplier as set out in Schedule 2.

**Property:** the Property where the Development will be undertaken and as defined in the Purchase Order.

**Purchase Order:** the purchase order detailing the Services provided by the Supplier and signed by the Customer as set out in Schedule 1.

**Service:** the service supplied by the Supplier to the Customer as set out in the Purchase Order.

**Supplier:** Nu Home Developments Limited registered in England and Wales with company number 05225574.

- 1.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.5 A reference to **writing** or **written** includes email.

## 2. **These terms**

- 2.1 **What these terms cover.** These are the terms and conditions on which we, the Supplier, supply Services to you, the Customer. The Purchase Order constitutes an offer by us to provide Services in accordance with this contract. Upon you signing the Purchase Order you would have accepted the order and a contract will become binding between us.
- 2.2 **Why you should read them.** Please read these terms carefully before you sign your order and return to us. These terms tell you who we are, how we will provide Services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

## 3. **Information about us and how to contact us**

- 3.1 **Who we are.** We are Nu Home Developments Limited a company registered in England and Wales. Our company registration number is 05225574 and our registered office is at 7 Lansdowne Terrace, Gosforth, Newcastle Upon Tyne, United Kingdom, NE3 1HN.
- 3.2 **How to contact us.** You can contact us by telephoning our customer service team at 01325 316288 or 01325 307595 or by writing to us at 21 Haslewood Road, Newton Aycliffe, Co. Durham DL5 4XF or by email at [dave@nuhomeddevelopments.co.uk](mailto:dave@nuhomeddevelopments.co.uk) or [andrew@nuhomeddevelopments.co.uk](mailto:andrew@nuhomeddevelopments.co.uk)
- 3.3 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

## 4. **Our contract with you**

- 4.1 **How you will accept our Purchase Order.** The Purchase Order shall only be deemed to be accepted when you sign and return the Purchase Order to us at which point and on which date the contract shall come into existence (**Commencement Date**). You have 14 days after the day we email you to confirm we accept your order to change your mind. However, once we

have completed the Services you cannot change your mind, even if the period is still running. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind. If 14 days lapse from us issuing the Purchase Order to you and you have not accepted, it is no longer valid, and a new Purchase Order will have to be submitted to you for acceptance.

4.2 **Providing services to you.** We are acting for you in providing Project Management Services and we are not the Principal Contractor. As a result, whilst we will take responsibility to ensure that all paperwork for the Property is carried out with reasonable skill and care, we are not under any circumstances responsible for any of the work undertaken for the Development by any architects, planners, builders, workmen or any other third party suppliers involved in the Development that you may be contracting with from time to time (**Contractor**). We are not responsible nor liable for:

- (a) paying Contractors;
- (b) any delays made by Contractors;
- (c) the negligence of Contractors; or
- (d) providing any materials which may be required for the Development.

4.3 **Your order number.** We will assign a purchase order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4.4 **We only sell to the UK.** Our brochure and marketing material is solely for the promotion of our Services in the UK. Unfortunately, we do not perform Services to addresses outside the UK.

## 5. Our obligations and responsibilities

5.1 We will supply the Services as set out in the Purchase Order.

5.2 Where we are engaged to provide a Feasibility Report and/or Labour and Material Estimating Service, we will provide a Feasibility Report and/or Estimate relating to the Development in the format we deem appropriate.

5.3 Whilst we will use reasonable skill and care in expressing our opinions, the Feasibility Report and/or Estimates are intended to give you an indication for the planning of the Development and also the likely costs and timescales and other issues regarding the Development. It is not intended to provide:

- (a) definitive confirmation that you will get planning permission;
- (b) any promises that Contractors will be able to carry out the Development within the set timescales and costs (except where we have not carried out reasonable skill and care); and
- (c) a guarantee that the Development will give any return.

- 5.4 All Estimates are produced based on the information and drawings provided by you. We have no responsibility for any fluctuation or variation in the price of Materials and Labour Costs given in our Estimates.
- 5.5 We shall use all reasonable endeavours to meet any performance dates specified in the Purchase Order, but any such dates shall be estimates only.
- 5.6 As part of our Services we will not:
- (a) engage Contractors;
  - (b) pay Contractors;
  - (c) pay for Materials; or
  - (d) obtain and maintain all necessary licences, permissions and consents which may be required for the Development before the date on which the Development is to start.

## **6. Your obligations and responsibilities**

- 6.1 You shall:
- (a) provide us with such information as we may reasonably require in order to supply the Services;
  - (b) ensure that such information is complete and accurate in all material respects;
  - (c) ensure that the information in the Purchase Order is complete, true and accurate;
  - (d) not deliberately withhold any information to us;
  - (e) co-operate with us in all matters relating to the Services;
  - (f) provide us and the Contractors with access to the Property and other facilities as reasonably required by the us;
  - (g) prepare the Property for the supply of the Services;
  - (h) engage Contractors;
  - (i) pay all Contractors;
  - (j) pay for all Materials;
  - (k) pay for Labour Costs;
  - (l) (subject to items out of your control) comply with the Project Management Services and advice from us;
  - (m) comply with the CDM Regulations 2015;
  - (n) comply with all applicable laws, including health and safety laws and ensure that Contractors comply with such laws on site of the Development at all times; and
  - (o) obtain and maintain all necessary licences, permissions and consents which may be required for the Development before the date on which the Development is to start.

6.2 If our performance under the contract is prevented or delayed by any act or omission by you or you fail to perform any of the above obligations there will be a Customer Default.

6.3 In the event that there is a Customer Default:

- (a) we have the right to suspend our Services to you until you resolve the Customer Default;
- (b) we can rely on a Customer Default to relieve us from the performance of our obligations if a Customer Default prevents or delays us from performing such obligations;
- (c) we shall not be liable for any costs or losses incurred by you arising from your failure or delay to perform any of your obligations set out in clause 6.1; and
- (d) you shall reimburse us in full for any costs or losses arising from the Customer Default.

## 7. Your rights to make changes

If you wish to make a change to the Services you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about the changes to the price of the Service, the timing of the supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see *Clause 10, Your rights to end the contract*).

## 8. Our rights to make changes

8.1 **Minor changes to the Service.** We may change the Service:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to interpret architect's plans and liaise with you to ensure that you achieve the desired design.

8.2 **More significant changes to the Services and these terms.** In addition, as we informed you in the description of the Services in our brochure and on our website, we may make changes to these terms or the Services, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any Services paid for but not received.

## 9. Your rights to end the contract

9.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If what you have bought is misdescribed you may have a legal right to end the contract** (or to get a Service re-performed or to get some or all of your money back), see clause 12;

- (b) **If you want to end the contract because of something we have done or have told you we are going to do, see clause 9.2;**
- (c) **If you have just changed your mind about the Service, see clause 9.3.** You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
- (d) **In all other cases (if we are not at fault and there is no right to change your mind), see clause 9.6.**

9.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any Services which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the Service or these terms which you do not agree to (see clause 8.2);
- (b) we have told you about an error in the price or description of the Service you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the Services may be significantly delayed because of events outside our control; or
- (d) we have suspended supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 4 weeks.

9.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most Services purchased off-premises you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

9.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of Services, once these have been completed, even if the cancellation period is still running;

9.5 **How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered.

- (a) **Have you purchased Services (for example, a Feasibility Study)?** If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the Services you cannot change your mind, even if the period is still running. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.

9.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 9.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for Services is completed when we have finished providing the

Services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for Services not provided but we may deduct or charge reasonable compensation for the net costs we will incur as a result of your breaking the contract where we are not at fault.

## 10. How to end the contract with us (including if you have changed your mind)

10.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on 01325 316288 or email us at [cancellation@nuhomedevelopments.co.uk](mailto:cancellation@nuhomedevelopments.co.uk). Please provide your name, home address, details of the order and, where available, your phone number and email address.
- (b) **Online.** Complete the cancellation form on our website.
- (c) **By post.** Fill in the form at [www.nuhomedevelopments.co.uk/cancellation](http://www.nuhomedevelopments.co.uk/cancellation) and post it to us at the address on the form. Or simply write to us at 21 Haslewood Road, Newton Aycliffe, Co. Durham DL5 4XF, including details of what you bought, when you ordered or received it and your name and address.

10.2 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind:

- (a) Where the product is a Service, we may deduct from any refund an amount for the supply of the Service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

10.3 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

## 11. Our rights to end the contract

11.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Service, for example, failing to provide us with any designs and requests that you may have;
- (c) you do not, within a reasonable time, allow us access to your premises to supply the Services;



- (d) you do not provide information on time;
- (e) you do not provide us or Contractors with true, accurate and complete information;
- (f) you fail to order Materials on time; or
- (g) you do not pay our invoices or the invoices of Contractors when they fall due.

11.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 11.1, we will refund any money you have paid in advance for Services which we have not provided, but we may deduct or charge reasonable compensation for the net costs which we will incur or have incurred as a result of you breaking the contract.

## 12. If there is a problem with the Service

12.1 **How to tell us about problems.** If you have any questions or complaints about the Service, please contact us. You can telephone our customer service team at 01325 316288 or 01325 307595 or writing to us at 21 Haslewood Road, Newton Aycliffe, Co. Durham DL5 4XF or by email at [dave@nuhomedevelopments.co.uk](mailto:dave@nuhomedevelopments.co.uk) or [andrew@nuhomedevelopments.co.uk](mailto:andrew@nuhomedevelopments.co.uk).

12.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

### Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

If your product is **Services**, for example a Feasibility Report, the Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a Service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price upfront, what you're asked to pay must be reasonable.
- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

## 13. Price and payment

13.1 **Where to find the price for the Service.** The price of the Service (which includes VAT) will be the price indicated on your Purchase Order. We take all reasonable care to ensure that the price of the Service advised to you is correct. However please see clause 13.3 for what happens if we discover an error in the price of the Service you order.

- 13.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the Service, we will adjust the rate of VAT that you pay, unless you have already paid for the Service in full before the change in the rate of VAT takes effect.
- 13.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Services we provide may be incorrectly priced. We will normally check prices before accepting your order so that, where the Service's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Service's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.
- 13.4 **When you must pay and how you must pay.** As specified on the Purchase Order
- 13.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 13.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

#### 14. **Our responsibility for loss or damage suffered by you**

- 14.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 14.2 **We are not responsible for delays outside our control.** If our supply of the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Services you have paid for but not received.
- 14.3 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services, as summarised at clause 12.2.

14.4 **We are not responsible:**

- (a) for acts or omissions of Contractors, Building Merchants or any other third party;
- (b) for Materials not being available or delivered on time;
- (c) for any fluctuation or variation in the price of Materials and Labour Costs given in our Estimates;
- (d) for any delay caused by Contractors, Building Merchants or Materials suppliers;
- (e) for damage to the Property;
- (f) for planning permission not being granted unless it is due to the negligence of our advice; and
- (g) to comply with your responsibility to deduct payments from Contractors regarding taxes to HMRC.

14.5 **Our total liability to you** shall not exceed £1,000,000.

15. **How we may use your personal information**

15.1 **How we will use your personal information.** We will use the personal information you provide to us:

- (a) to supply the Services to you;
- (b) to process your payment for the Services; and
- (c) if you agreed to this during the order process, to give you information about similar Service that we provide, but you may stop receiving this at any time by contacting us.

16. **Other important terms**

16.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end the contract within 30 days of us telling you about it and we will refund you any payments you have made in advance for Services not provided.

16.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

16.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

16.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

- 16.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Services, we can still require you to make the payment at a later date.
- 16.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts.



Schedule 1

**ORDER FORM**

BILLING NAME AND ADDRESS:	PROPERTY ADDRESS:

DATE:	PERFORMANCE DATE:	PURCHASE ORDER NUMBER:

DESCRIPTION OF SERVICES	PRICE	TOTAL
This amount is due for payment on or before    /    /		TOTAL:

..... SIGNATURE OF CUSTOMER  ..... PRINT NAME OF CUSTOMER	..... DATE	
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Bank details for payment by BACS:

Nu Home Developments Limited Sort Code 40-19-03 Account Number 62328321

Schedule 2



List of Services

<b>Feasibility Study</b>	
<i>*Desk Top Study</i>	
<i>*Site Visit</i>	
<i>*General Estimate (for more detail see estimating service)</i>	
<b>Project Manage the Design</b>	
<b>Project Manage the Build</b>	
<b>Vet Potential Tradesmen</b>	
<b>Privilege Card**</b>	
<b>Construction Phase Plan</b>	
<b>Health and Safety File</b>	
<b>Coordinating Risk Assessments and Method Statements</b>	
<b>Project Accountancy</b>	
<b>VAT Preparation</b>	
Price per hour unless otherwise highlighted	
Please highlight the services you wish Nu Home to perform	

\* Each item is costed individually or as a whole plus, expenses

\*\*One off cost



## Labour and Materials Estimating Service

### Alterations to existing dwellings

Domestic extension \*  
Loft conversion \*  
Garage conversion \*  
Basement conversion \*  
Conservatory \*  
Barn conversion  
Refurbishments per dwelling  
Refurbishment with extension(s) per dwelling  
Domestic extension or conversion including non-associated works  
Specialist and bespoke projects  
Multiple extensions and/or extensive internal works

### New dwellings

Single detached dwelling (includes detached garage)  
Detached garage  
Pair semi-detached new dwellings  
New build mews/apartments: price per dwelling (up to 10 dwellings)  
New build mews/apartments: price per dwelling (over 10 dwellings)  
Specialist and bespoke projects

Standard: We aim to complete estimates within five working days (see note)

Express<sup>72</sup>: We aim to complete estimates on the third day following receipt of order\*\*

**Delivery:** All completed estimates will be delivered by email as PDF attachments.

**Note:** Standard service - We aim to complete estimates within five working days following receipt of order.

At peak times the return times may be longer.

\* Estimate includes associated works only.

\*\* Subject to the request being received before 10:00 am and payment received in full.

Full terms & conditions are available on our website

Price list effective 1st March 2018



**Schedule 3**  
**Cancellation Form**

*(Complete and return this form only if you wish to withdraw from the contract)*

To: Nu Home Developments Limited  
21 Haslewood Road  
Newton Aycliffe  
Co. Durham  
L5 4XF

Dear Sirs

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following Service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s) .....

Address of consumer(s) .....  
.....  
.....  
.....

Signature of consumer(s) (only if this form is notified on paper) .....

Date .....

[\*] Delete as appropriate