

IN-SGAcst19

Builder small contract for domestic work

This agreement is dated: [Date]
It is made between: [Client name]
of [Client address] (“the Client”)
And [Builder’s name]
of [address] (the “Builder”)

Background

The purpose of this agreement is to set out the legal contract between the Builder and the Client in connection with the work described in the specification (“Specification”)

“Project” means the work to be done under the terms of this

The terms of this Agreement are:

1. Specification and requirements

- 1.1. This agreement is for the self employed Builder to complete the Project for the Client,
- 1.2. The Builder is alone responsible for all taxes arising on money received from the Client and indemnifies the Client
- 1.3. The Builder is/is not registered for , [123456789].
- 1.4. The Client alone is responsible for all statutory or other governmental notices, permissions and requirements and the Builder is entitled to
- 1.5. All work shall be to the Specification [\[and to the satisfaction](#)];
- 1.6. The Builder agrees to provide staff of an appropriate level of skill
- 1.7. When the work is complete, the site will

1.8. The Project will be completed in accordance

:

[Timetable]

2. Interruptions and expense

The Client's attention is drawn to the following special requirements, interruptions and expense. Delay caused by these

2.1. The requirement for more than one skip is

2.2. The work could be delayed by inclement weather.

2.3. It is assumed that the Client will have told neighbours about the [\[work / noise / \]](#)

2.4. The skip and the Builder's van will occupy three car spaces while the work continues. If cones are moved or space

2.5. Extra time will be incurred if the Client fails to
[] [?] [8 . 00] [5 . 00]

2.6. Access to the site will be provided by the Client from [\[7.30\]](#)
[5 . 30]

3. Builder's account and expenses [\[recommended version\]](#)

3.1. [The sum stated in the Specification as the estimated](#)
[]

3.2. [Upon completion of the Project, the Builder shall submit an account.](#)
[Payment shall](#) [] []

.]

- 3.3. The account shall include whatever reasonable expenses the Builder has incurred [] [] .
- 3.4. A complaint or rejection of some item of work
- 3.5. The Builder reserves the right to charge the Client interest in respect of the late payment of any money ([5])

4. **Builder's account and expenses [options and additions]**

- 4.1. A cheque is
- 4.2. The full cost of the Project []
- 4.3. The sum of Rs []
- 4.4. The sum stated in the Specification as the estimated []
- 4.5. Payment for the work of
- 4.6. Payment for the work of the Builder shall be made on the Friday of every week
- 4.7. The cost of any materials

4.8. A complaint or rejection of some item of

4.9. Without regard to the reason why this agreement ends, the Client

5. Safety and insurance

5.1. The Client warrants that any plant and equipment he supplies for the use of

12

5.2. The Builder undertakes to obtain insurance against liability for professional negligence in work

5.3. The Client undertakes at all times to maintain appropriate insurances and

6. Confidentiality

6.1. In this paragraph, "Damage" means both economic loss, loss of

" " , ,

6.2. Each of the parties

:

6.2.1 divulge to any person whatever or otherwise make use of

,

;

6.2.2 post any text, nor image, nor audio-

6.3. The parties agree that any Damage arising directly or

6.4. The Client accepts personal liability for compliance with these provisions by members of his family [and domestic staff] and the

6.5. No matter how this contract
[]

7. Limitation of liability

7.1. This paragraph applies to all of:

7.1.1 a defect in work done or not done;;

7.1.2 a breach

7.1.3 negligence or any other tort;

Any of the

7.2. The following provisions set out the Builder's entire ()

7.3. The Builder shall have no liability to the Client in respect of a Default unless the

[14]

7.4.

[14]

7.5.

7.6.

()

7.7.

OR

7.8.

000].

[0 ,

8. Uncontrollable events

8.1.

[]

AND/OR

8.2.

, []

8.3. , [....
];

8.4. ;

8.5. [30] , [,
] . [[7] ,
.]

8.6.

8.7.

9. Miscellaneous matters

9.1. ,

9.2. , ,

9.3. ,

9.4.

9.5.

9.6.

It shall be deemed to have been delivered:

;

72 ;

- : 24

[

]

9.7.

9.8.

9.9.

9.10.

Signed by [name]

On behalf of [Client name]:

Signed by [the Director on behalf of] the Builder:

Explanatory notes:

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General notes

1. What is in the agreement?

The main purposes of this agreement are:

- to enable you to do the agreed work;
- to get paid for the specified work;
- to get paid for extras;
- not be liable to your client for more than you
- to convince your client that you are a competent and

The version of this document you will need for one client might be quite different from what you need for another. It is a good idea to keep this full version and take a copy of it to edit for each client.

2. Background and Specification

Enter name of company if you work

Do make sure you write a specification. No special words, no special language, no rules. It can be one sentence of ten words or ten pages of work. The purpose is to make sure there is nothing to argue about later. Use the specification also to write

- You are not going to order a skip.
- You are not going to take away spare
- The annexe window is not included in the -
- You are not replacing the boiler
- And so on . . .

You can also use the Specification to cover extras.

“Work not specified in this document shall be treated as extra work and charged at Rs xx per hour, including time
.”

Make sure you include your price in the

Final points about this contract:

- Remember to attach the Specification to this contract.
- Make sure your client has signed the contract.
- Make sure you have dated the contract

3. Tax obligations

It is important that you are aware of your tax obligations. You can read the full information about your tax obligations at:

<http://www.incometaxindia.gov.in/home.asp>

Paragraph Specific Notes:

Comments specific to the numbered paragraphs

1. Specification and requirements

We make clear that you are self employed and responsible for your own taxes. Why?

Clients also like to

Avoid responsibility for any sort of permission or licence. Whatever

A few more items

2. Interruptions and expense

So often a profitable job is spoiled by unforeseen extras which fall to you to be paid. How far you accept these is up to you, but you should be able to quote a

You may like to add special requirements in time, space, plant, access or even weather. You may require

Many clients find it all too easy to tell you what they want, then add to it as the job progresses. Or you find extra work

3. Builder's account and expenses [recommended version]

Getting paid is a building industry worker's nightmare. Having this contract will help you very greatly. But you still have to

“ ”

There are so many alternative arrangements that we have given you first a suggested complete set and then, at the next number, a choice of many more items. We suggest you look at our complete version in this paragraph

4. Builder's account and expenses [options and additions]

Here we have given you a menu of alternative sub

Whatever payment arrangement you make,

We repeat:

5. Safety and insurance

If your client is happy to lend you his ladder without telling you that the middle rung is loose,

6. Confidentiality

This paragraph is intended to prevent your client from telling the World

7. Limitation of liability

You are the expert. Your client is a “consumer”. Consumers are protected. You cannot contract out.

There are several essential edits required as to the

We have provided the words so that:

Client has to get all complaints together at once

give you

your total liability is limited.

8. Uncontrollable events

Often referred to as “force majeure” this is a difficult one to

We suggest you start by reading all the paragraph

9. Miscellaneous matters

A number of special points we have identified each of these as important

End of notes