Carpet fitter contract

This	agreer	ment is dated:	[date]
It is	made b	etween	[Carpet Fitter's name]
Of			[address] (the "Carpet Fitter")
AND)		[Client name]
Of			[Client address] (the "Client")
Back	kgroun	d	
			ent is to set out the legal contract between the Carpet ection with the work described in the specification (the "■
"Proi	 ect" me	eans the work to	be done under the terms of this
The	terms o	of this agreeme	ent are:
1.	Spe	cification a	nd requirements
	1.1.	=	nt is for the [self employed] Carpet Fitter to complete the
	1.2.	•	tter is alone responsible for all taxes arising on money the Client and indemnifies the Client • • • • • • • • •
		•••••	
	1.3.	The Carpet Fit].	tter is/is not registered for ■ ■ ■ , [■ ■ ■ 123456789
	1.4.	The Carpet Fit ■ ■].	ter is registered with [trade/
	1.5.		ne is responsible for all statutory or other governmental ssions and requirements and the Carpet Fitter is entitled
	1.6.	All work shall I	pe to the Specification.

1.7.	The Carpet Fitter agrees to provide staff of an appropriate level of skill
1.8.	When the work is complete, the site will $\blacksquare \blacksquare $
1.9.	The Project will be completed in accordance $\blacksquare \blacksquare \blacksquare$
	[Timetable]
Inte	erruptions and expense
	Client's attention is drawn to the following special requirements, ruptions and expense. Delay caused by these
2.1.	The requirement for more than one skip is I I I I I I I I I I I I I I I I I I
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 Carpet Fitter's van will occupy three car spaces while the work continues. If cones are moved or
2.5.	Extra time will be incurred if the Client fails to provide a cleared work space [where?] from [8 . 00 • • •] • • [5 . 00 • • •].
2.6.	Access to the site will be provided by the Client from [7.30 am] to [5.30 pm]. If any delay is caused by lack of access,
Car	pet Fitter's account and expenses
3.1.	The sum stated in the Specification as the estimated cost of materials shall be paid at least five

3.2.	Upon completion of the Project, the Carpet Fitter shall submit an account. Payment shall be due within [seven] days [unless the Client draws to the attention of the
3.3.	The account shall include whatever reasonable expenses the Carpet Fitter has incurred in working on any Project [provided such expenses have been approved in •••••••••••••••••••••••••••••••••••
3.4.	A complaint or rejection of some part of work done on the Project does not entitle the Client
3.5.	The Carpet Fitter reserves the right to charge the Client interest in respect of the late payment of any money due under this agreement (both before and after judgment) at the rate of 5 per cent above • • • • • • • • • • • • • • • • • • •
3.6.	The cost of any materials agreed as extra to the Specification shall
•	pet Fitter's account and expenses: possible rnative terms
3.7.	A cheque is accepted in payment only after ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
3.8.	The full cost of the Project shall be paid at least [seven]
3.9.	Payment for the Project to the Carpet Fitter shall be made in
3.10.	Payment for the Project to the Carpet Fitter shall be made on the Friday of every week against a worksheet received from the Carpet Fitter. That worksheet shall show the details of time spent ••••••••••••••••••••••••••••••••••••
3.11.	Except the termination of this contract under following paragraph, the Client will

															•			
								, I	•	•	•				-			

4. Safety and insurance

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

	• • • • • • • • • • 12 • • • • ·
4.2.	The Carpet Fitter undertakes to obtain insurance against liability for professional negligence in
4.3.	The Client undertakes at all times to maintain appropriate insurances and in

5. Confidentiality

5.1. In this paragraph:

Act"	2018 .
"Damage":	means both • • • • • • • , • • • • • • • • • • •
"Personal Information"	
	It includes personal data, as defined in the Act,

		• • .
5.2.	Each p	earty to this contract
	5.2.1	divulge to any person whatever or otherwise make use of , , , , , , , , , , , , , , , , , ,
	5.2.2	post any text, nor image, nor audio-
5.3.		party to this agreement now undertakes to •••••••••••••••••••••••••••••••••••
5.4.	The pa	arties agree that any Damage arising directly or indirectly,
5.5.	The Cl	ient accepts personal liability • • • • • • • • • • • • • • • • • • •
5.6.		tter how this contract ends, ••••••••••••••••••••••••••••••••••••
Lim	itatior	n of liability
This p ■ .	oaragrap	oh = = = = = = = = = = = = = = = = = = =
6.1.	This pa	aragraph applies to all of:
	6.1.1	a defect in work done or not done
	6.1.2	a breach = = = = = = = = = = = = = = = = = = =
	6.1.3	negligence or any other tort

Any c	of the
6.2.	The Carpet Fitter shall have no liability to the Client in respect of a Default unless [14]
6.3.	The Client agrees to give the **** ******************************
6.4.	If a number of Defaults give rise to
6.5.	The Carpet Fitter shall not be liable to the Client in respect of a Default, for loss of profits goodwill or any
6.6.	The Carpet Fitter's entire liability in respect of any
<i>OR</i> 6.7.	The Carpet Fitter's entire liability in E E E E E E E E E E E E E E E E E E
Unc	ontrollable events
7.1.	If either party cannot perform this agreement for a reason beyond his reasonable control
AND/	OR
7.2.	Neither party shall be liable for any failure or delay in

	• • • • • • • • • • • • • • • • • • •
7.3.	If the agreement is terminated, all money • • • • • • • • • • • • • • • • • • •
7.4.	Costs arising from the
7.5.	Regardless of the reason for stoppage or delay, if it continues for more than [30] days, [
7.6.	The party claiming to be affected by an
7.7.	So long as the uncontrollable event continues the Client may contract
Mis	cellaneous matters
Mis 6	
	cellaneous matters No amendment or variation to this
8.1.	cellaneous matters No amendment or variation to this So far as any time, date or , , , , , , , , , , , , , , , , , ,

8.4.	Any obligation in this agreement
8.5.	No failure or delay by any party to exercise any right, ■ ■ ■ ■ ■ ■ ■
8.6.	Any communication to be served on either of the parties
	It shall be deemed to have been delivered:
	if delivered = = = = = = : = = = = = = = = = = = =
	if sent by post • • • • • • • • • • • • • • • • • • •
	24
	■ ■ ■].
8.7.	
8.8.	
0.0.	
	 1999 / (
8.9.	
5.5.	

					 		\blacksquare \blacksquare , \blacksquare \blacksquare \blacksquare
8.10.			•				• • • • • •
						-	• • • • • •
	/ _	/ _]	 		
			••••		 • • • • •		•••••

Signed by [Carpet Fitter's name] the Carpet Fitter:

Signed by [Client name]:

OR

Schedule: Specification

[Enter work description]

Early Start and Cancellation Rights

This is to explain your rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. -----.

Request to start work

10,
[enter Carpet Fitter's name] [address] [email]
Signed
Date:
Client name:
Client address:

Model cancellation form

[
••••[••••••,•••••,••••,••••,••••,••••
],
= =],
Address: [enter your address],
Address. [effici your address],
Signature: (only if this form is notified on paper),
Date: [date]

Explanatory Notes:

Carpet fitter contract

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. HMR&C self employment rules

Your client will want to be certain that you are self employed. This is important because if HM Revenue and Customs deems that you are an employee, your client will have to pay National insurance and personal

The clearest explanation of how HMR&C apply the law is set down in regulations drawn specifically for the construction industry. Although the rules do not greatly affect the words of this contract, they are important and we recommend a read starting at www.hmrc.gov.uk/employment-status/index.htm

3. 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

	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 • • • • • • • • • • • • • • • • • • •
	"Work not specified in this document shall be treated as extra work and charged • • • • £ • • • • • • • • • • • • • •
	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
4.	About Consumer Contracts (ICAC) Regulations 2013
	If you provide services to a consumer and he signs this contract anywhere other than your office premises then the Consumer Contracts (• • • • • • • • • • • • • • • • • •
	This notice provided at the end of the agreement sets out the "standard" limits allowing you to comply

Paragraph specific notes:

Drafting notes 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 to ••••••••.
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,
3.	Carpet Fitter's account and expenses
	Getting paid is a building industry worker's nightmare. Having this I I I I I I I I I I I I I I I I I I
	There are so many alternative arrangements that we have given you first a suggested complete set and then, at \blacksquare

	Carpet Fitter's account and expenses: possible alternative terms
	Here we have given you a menu of alternative sub paragraphs.
	Whatever payment arrangement you make,
	We repeat:
4.	Safety and insurance
	If your client is happy to lend you his ladder without telling you that the middle rung is loose,
5.	Confidentiality
J.	This paragraph is intended to prevent your client from telling the World
6.	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
7.	Uncontrollable events
	Often referred to as "force majeure". This is a difficult one to
	We suggest you start by reading all the paragraph ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
8.	Miscellaneous matters
	A number of special points. We have identified each of these as important ■ ■
	Rights of Third Parties Act -

End of notes