



**SPECIALIST
CONTRACTORS
WORKS GUARANTEE & AGREEMENT**

BETWEEN

16201

CONTRACTOR:

CLIENT:

Description of work to be undertaken at:

Date:

Quantity	Description <input type="checkbox"/>	Cost

Signed:
Signed:

Contractor:
Client:

NOTE: This Agreement and Guarantee is subject to the Conditions of Contract printed overleaf.

WORKS GUARANTEE AND AGREEMENT

GENERAL

1. This Works Guarantee & Agreement ("this Agreement") together with any plans and/or drawings referred to in the Description of Work to be undertaken (see overleaf) shall constitute the whole contract between the Contractor and the Client and may not be amended or varied except by a document signed by both parties.
2. This Agreement contains all the terms that have been agreed and no representation or promise, oral or in writing, not confirmed on this form or on a variation contract, shall be binding on either party, provided however nothing contained in this Agreement shall limit or restrict the provisions of Section 13, 14 or 15 of the Sale of Goods Act 1893 (as amended by the Sale of Goods and Supply of Services Act 1980) in any case when the Client deals as a consumer in accordance with the provisions of Section 3 of the sale of Goods and Supply of Services Act 1980.

CONTRACTOR'S RESPONSIBILITIES

3. The Contractor guarantees to carry out the works as specified overleaf, in a proper manner and in accordance with the plans and/or specifications (where same are identified).
4. The Contractor shall forthwith rectify or where necessary supply and install replacements for any goods that do not conform to the requirements of this Agreement. Provided however, that in no circumstances shall the contractor be liable for any loss or damage sustained by the Client other than for the cost of such rectification resupply or replacement.
5. The Contractor shall only carry out those items of work specified overleaf and shall not be responsible for the carrying out of any other work whatsoever.
6. The Contractor shall carry out the works within a reasonable time from the date of this Agreement or, where a date for completion is specified overleaf by such date. The Contractor shall give written notice to the Client as soon as any delay or other matter that may adversely affect the performance of this Agreement occurs or becomes likely to occur. Should the Contractor fail to carry out and practically complete the work by the date for completion specified or within a reasonable time the Contractor shall be liable to pay to the Employer, as liquidated and ascertained damages, one per cent of the cost as stated overleaf for each week for which such delay shall continue subject to a maximum of five per cent. Provided however that the Contractor shall be entitled to a reasonable extension of time for any delay which may occur by reason of an event outside his reasonable control.

7. The Contractor shall make good, within a reasonable time, any deterioration or fault other than normal shrinkage, and wear and tear in the works as carried out which may become manifest within a period of three months following practical completion of the works specified.
8. The Contractor shall maintain adequate Employers' Liability and Public Liability Insurance during the period in which the works are being undertaken. The Contractor's liability for any loss or damage to any property, real or personal, or injury or death of any person (other than an employee of the Contractor) shall be limited to the amount of the indemnity provided under the Contractor's Public Liability Insurance.

CLIENT'S RESPONSIBILITIES

9. The Client shall afford all reasonable access to the place where the works are to be carried out between the hours of 8.00 a.m. and 6.00 p.m. unless otherwise specified and shall make available, free of charge, to the Contractor water and power services.
10. Whereas the Contractor will make every effort to avoid damage to the Client's property, it shall be the responsibility of the Client to make reasonable precautions to protect furniture, furnishings, carpets and effects in the immediate working area in which the works are to be carried out.
11. The Client shall facilitate the Contractor in the carrying out of the works in all reasonable respects and shall not hinder or interfere with the Contractor in the carrying out of the works. The Client shall give all instructions and/or information which may reasonably be sought by the Contractor or otherwise required to enable the works to proceed in a timely and efficient manner.

PAYMENT:

12. Payment for the works shall be made by the Client to the Contractor within 7 days of the submission of an invoice by the Contractor to the Client after practical completion of the Works specified or at such other time or in accordance with such other terms as may be specified overleaf. In the event that the Client fails to make payment as provided herein the Client shall pay interest on such sum or sums as shall remain overdue at a rate of 2% per month or part thereof. Furthermore in the event of the Client being in default in making payment of monies due, the Contractor shall be entitled to two days extension of time for each one day of such period of suspension. In the event that the Client's default shall continue for a period of ten days the contractor shall, without prejudice to any other remedy available to it, be entitled to determine this Agreement by giving written notice to the Client.

RETENTION OF TITLE AND RISK:

13. All goods supplied by the Contractor pursuant to this Agreement shall remain the property of the Contractor until all payment of all monies due hereunder has been made to the Contractor by the Client. However, the risk in relation to the goods delivered to the Client's premises shall be with the client and the client shall be responsible for any loss or damage to same, unless the Contractor requests the return of the goods and same are in fact returned to the Contractor. The Client shall be liable for any loss or expense incurred by the Contractor by reason of the failure on the part of the client to comply with its responsibilities under paragraphs 9 and 11 above.

DAMAGE:

14. Any damage loss or injury to the works or part of the works carried out by the Contractor, or any damage or injury to any person whomsoever or property whatsoever caused by any person other than the Contractor, its servants or agents, shall be the responsibility of the Client, and the Client shall indemnify the Contractor against any liability, loss, claim or proceedings in respect of such damage, loss or injury.

DISPUTES RESOLUTION

15. Any disputes or differences arising under or in relation to this Agreement shall be referred to Mediation before a single Mediator to be appointed, in default of Agreement on a Mediator a Mediator shall be appointed by the president for the time being of the Construction Industry Federation. In the event that the Mediation is unsuccessful the case may be resolved through Arbitration under the Arbitration Act currently in force at the time of the dispute. In default of Agreement on an Arbitrator an Arbitrator shall be appointed by the President for the time being of the Construction Industry Federation

GOVERNING LAW:

This agreement shall be governed in all respects by the Laws of Ireland.