

Southstreet Builders

120 Old Milton Road, New Milton, Hants, BH26 6EB



Service Terms & Conditions

Please read through our Terms and Conditions and feel free to voice any issues that may arise. It is also important to let us know of any Terms and Conditions, or expectations, of your own that you would wish to be included before work begins.

Terms and Conditions

1. Our quotations are produced with as much detail as possible to avoid any misunderstandings. If something is missing that you would like included, please let us know and we will revise the quotation accordingly. Any additional works found necessary are to be agreed with the client and a separate revised or 'extra to contract' quotation is provided.

2. Definitions

2.1. Contractor: The 'contractor' is Southstreet (Builders) Limited

2.2. Client: The 'client' is a person or entity seeking goods and/or services from the contractor.

2.3. Quotation: A quotation is a formal offer made by the contractor to the client within a hard copy or electronic document, headed with the title 'Quotation', no other document is intended to be an offer and is not recognised or may be relied upon as such. A quotation price may alter if unforeseen circumstances arise which lead to greater costs being incurred by the contractor.

2.4. Estimate: An 'estimate' is a formal offer made by the contractor to the client within a hard copy or electronic document, headed with the title 'Estimate' or 'Estimation', no other document is intended to be an offer, and is not recognised or may be relied upon as such. An estimate is an estimation of cost, not a definitive quotation, and may be subject to variation or change.

2.5. Contract: A contract with Southstreet (Builders) Limited constitutes an offer by the client, to purchase goods and/or services in accordance with these terms and conditions. The customer is deemed to have read and satisfied themselves with the accuracy and content of the contract offer in terms of specification, charges, price, and meaning of terms and descriptions as outlined in a 'Quotation' document headed and conspicuously identified as a 'Quotation', 'Estimate' or 'Estimation' provided by Southstreet (Builders) Limited. The client acknowledges that they have not relied on any statement, promise, representation, assurance warranty, or offer which is not set out in a document supplied by the contractor titled 'Quotation', 'Estimate', or 'Estimation'. Any verbal estimate given to the client by Southstreet (Builders) Limited will always be supported by a written quotation or estimate.

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3. Both the Contractor and client agree on practical arrangements for working methods that provide minimum disruption to the client and allow work to be carried out efficiently by the contractor.

4. Free access is required for delivery of building materials, plant, machinery skips, etc.

5. All building and other materials provided by the main contractor or their sub-contractors remain the property of the Contractor until full and final payment is received via Bank Transfer, cleared cheque, or cash (see item 9). Unless otherwise agreed in a quotation (or other document), surplus building materials, waste materials off cuts, etc remain the property of the Contractor our subcontractors, or our suppliers. After the final payment, the client takes ownership of the; materials used to carry out the work only.

6. Access to and collection of used or unused building materials, equipment plant, etc. remains in place until full and cleared final payment is received.

7. Accepting a written quotation, estimate, or estimation from the Contractor and agreeing to the commencement of works will allow these terms and conditions to come into effect. By way of written or emailed confirmation from the client for products, goods, and or services with or without an accompanying deposit payment, the client enters into a contract with the Contractor, separate and distinct from any associated contract entered into between the client and the Contractor, comprising of an offer to the client, due consideration of the offer by both or all associated parties and acceptance of the offer by the client.

To this extent this contractual agreement, and acceptance of the agreement by the client, cannot be superseded by any other agreement or contract either written or verbal, signed or unsigned, as this instrument contains the entire agreement of the parties with respect to the subject matter hereof and there is no other promise, representation, warranty, usage or course of dealing affecting it.

To this end, any 'previous agreements clause' of any subsequent contractual document, whether signed as part of a later written contract with the client or not, will not be accepted as a variation in or to this original contractual agreement. The client or the Contractor may withdraw from the quotation offer prior to the commencement of works without sanction or penalty however any deposit paid by the client will be used to pay for any bespoke materials ordered on the client's behalf and any bespoke materials under these circumstances will be forwarded to the client to include delivery costs. Any document produced by the Contractor or its sub-contractors without the heading 'Quotation' will not be recognised or accepted as a valid offer of quotation and will not form a contract.

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8. The contractor may employ both direct and sub-contract labour to work on site.

Each individual contractor takes full responsibility for their own third-party liability. The contractor will oversee all works to completion and take full general and operational responsibility in the running of any contract agreed with the client.

9. Payment: Payment can be made via Bank Transfer or by cheque and a receipt for payment will be given. Please make all payments by cheque payable to 'Southstreet (Builders) Ltd'. Bank Transfer details can be found at the bottom of your invoice.

Payment in full is due upon completion of the contract and presentation of the associated invoice. Part payments, interim payments, and deposits will be agreed upon prior to the commencement of works or during the contract duration. Interim payments and final payment on completion of a contract are not reliant on the presentation of completion certificates including but not limited to ELECSA, GAS SAFE, or Building Control Completion Certificates as they are subject to third-party administration by the Local Authority, etc. If a payment is not paid in full according to an agreed payment schedule the Contractor reserves the right to terminate the contract and will recover all monies and costs owed by the client.

10. All client information is retained in accordance with the General Data Protection Regulations (GDPR) and all personal and other client details will remain confidential.

11. In the event of unforeseen difficulties arising or any other circumstantial changes, the quotation price or estimated cost may be revised to reflect the situation at hand before or after the commencement of work.

12. The client, the client's architect, or agent is responsible for any architectural design, product design, or any other design or associated scheme.

13. Further to the request for a quotation or estimate from a client, we will in turn make a request for the customer's design requirements i.e. architectural or other design, product requirements, style, proportions, measurements, required materials and any other requirements of design such specification and texture of textiles, locking, latching, fastening, bolting mechanisms etc of windows, doors hatches and roof lights, colour, finish, glazing styles and glazing specifications details of floor and carpet design, paint and varnish specifications and all other aspects of design.

The client shall be entirely responsible for their own design requirements and design specification in terms of performance, workability and fitness for purpose. The contractor can assist in the process of design, by sharing of experience and the like, on the understanding that our company will bear no responsibility for the workability, fitness for purpose or any other outcome or eventuality concerning the end design.

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14. Replication of existing design: If a client makes a request for a new product to match an existing or original design specification, we will endeavour to match the specifications of the requested design at the sole risk of the client. When matching the design of another product (existing, original or otherwise) it should be understood that the source or original design may have unknown design flaws that could render the product and any duplication of the original product, unfit for purpose in some way.

An unproven design can be reproduced by us but it should be understood that this will always be at the sole risk of the client and the Contractor will bear no responsibility for the product's functionality or fitness for purpose.

15. Guarantees: All customers will benefit from a full guarantee on our workmanship for a period of 12 months, the guarantee covers new build work only and does not apply to repair work, renovations, restorations, refurbishments and alterations carried out unless agreed in writing before the start of any contract. Repairs to buildings, roofs, infrastructure or any existing workmanship or related materials are not covered by our guarantee.

Guarantees on materials run in accordance with manufacturer's warranty periods where applicable. Our guarantee covers all new work and new materials used in construction but does not guarantee the integrity of any existing structures, materials or decorations. New build structures only (roofs, flashings to new roofs and new vertical brickwork joints to existing masonry) are covered by our guarantee against water ingress, ingress of water through existing structures are not covered by this guarantee. Subsidence issues (sinkage below slabs, subsidence below new or existing foundations or movement of foundations or floors etc) are not covered within our guarantee agreement.

In the event of a failure beyond the guarantee period we will be happy to investigate the cause and negotiate a solution to the problem without delay (if it is found that our company is wholly responsible for the failure) and carry out any agreed repairs as soon as possible. Charges may apply for remedial work carried out beyond guarantee dates or to items not covered by our guarantee.

Decorations are signed off on completion and not covered by guarantee. 18. No responsibility is taken by the contractor for the presence of perished, infested or rotten timber (or any other perished, rusty, infested or rotten materials) in existing structures such as doors, constructional or other timbers, windows and frames whether detected or undetected at the time of contract. 19. Extras will only be undertaken further to both full discussion with the client, and, verbal or written agreement, and charged at the agreed rate.

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16. Protection of existing surfaces (floors, carpets, curtains, doors and furniture etc). Whilst we endeavour to protect existing surfaces with the use of dust sheets and loose plastic sheeting etc along with care in our working practice, responsibility for protection from damage of any existing surface or fabrics, etc is the responsibility of the client.

Arrangements can be made to put in place protection of existing surfaces, over and above our basic cover, at a negotiated additional cost.

17. Building Control: Inspections and other related issues concerning the Local Authority Building Control Department can be managed by the Contractor if agreed with the client in advance and details of these arrangements are confirmed in writing by both parties. Payment on completion of a contract is not reliant upon the presentation of Building Control Completion Certificates as delays are sometimes possible due to Local Authority administration issues.

18. Contract duration: An approximate duration time for work to be carried out can be found in our quotations. The 'Contract duration' is to be used as a guide only and will not affect the agreed contract price i.e. if a contract takes longer than expected no extra charges will be levied unless previously agreed and conversely, if good progress is made and a contract takes less time to complete than expected, the client should not expect to receive a discount.

19. Discounts and retentions: Prices are based on the understanding that no retentions are held unless previously arranged and authorised. No Main Contractor or Subcontractor discounts are given unless agreed and confirmed in writing.

20. Builder's waste is deemed to be waste generated by the contractor whilst carrying out building works and includes materials taken down or demolished by the contractor, this material can be used by the contractor or client for hardcore or masonry infill etc if suitable for the purpose. All on-site or roadside skip contents remain the property of the Contractor until collection by the skip company.

21. The Contractor reserves the right to terminate an agreed contract if the client is in breach of these terms and conditions.

22. We will endeavour to employ a helpful attitude at all times and will always attempt to bring the building works to a satisfactory conclusion as soon as possible taking into account weather conditions availability of specialist materials unforeseen circumstances etc.

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Let's Discuss Your Next Project

Email us at enquiries@ssbltd.co.uk,

or call us on 01425 619 533

to set up a free in-home consultation.

Visit Us

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Opening Hours

Monday - Friday 7:30 - 17:00

Saturday - Closed

Sunday - Closed