Pre-Commencement Pack

Contained in this pack are (SL1 and PR1 may not be enclosed):

**Important Notes.** To read through and understand fully. You **must** sign the foot of each page to confirm that you have read and understood the contents. Failure to do so will delay commencement.

**Declaration.** To be signed and dated prior to works commencing. Work WILL NOT commence unless this form is signed by the client and handed to and signed by a Hybrid Construction operative.

**SL1 Form.** To be used by Hybrid Construction operative, with your assistance, prior to completion, to snag (find fault with) the final works.

**PR1 Form.** To be used by Hybrid Construction operative, if applicable, to record colours, materials and products used and work carried out.

Important Notes

Thank you for choosing Hybrid Construction to carry out your project, we know you have made the right decision in choosing our company. Following completion of these works, you too will realise this.

The road to a successful and faultless completed project can sometimes be unpredictable, in that previous bad workmanship or unforeseen problems can be uncovered at any time and may need to be addressed if and when they arise.

This unpredictability can lead to altering plans, adjusting work schedules, delaying deliveries or scheduled related works, additional work, additional time and maybe in some cases additional costs. We are however, renowned for sticking to our original estimated costs unless entirely necessary to pass on these costs to you, the client.

Although this is a true description of the unpredictable business we deal in, we are, if there is such a thing, experts in getting over problems and dealing with them as part of our everyday work. That is what sets us apart from others, the ability to deal with problems if and when they arise.

We would like to stress the importance of the client understanding that we are working for you, with the interests of the job in hand and ‘client satisfaction’ being of paramount importance to us.

Please be sure to check that the contents of your estimate are in line with your expected work detail. In the event that they differ, please contact us so that a revised estimate can be prepared. Your estimate will form the contract between us and MUST be accurate. If in doubt, please ask.

**Building Control/Planning Fees**

Unless stated in the estimate, we have **not** incorporated costs to the local authority or an approved building inspector, for building regulations or planning fees, if applicable to this project. Please ask for further details if you have any concerns regarding these fees or to find out if any fees apply.

## Commencement Notice

You may receive a ‘Commencement Notice’ (CN1) prior to works commencing, once a start date has been arranged, which will indicate the following:

* 1. Your project manager and his contact details.
  2. The estimate number and job number.
  3. The dedicated e-mail account for your project (if applicable).
  4. The expected commencement date.
  5. The payment structure and related amounts.
  6. Our bank account details for electronic payments.
  7. Our contact details.
  8. Job specific requirements or conditions.

Please keep this Commencement Notice handy as it contains useful information.

## Day One

Upon commencement of works or just before, you will be asked to sign a declaration on a paper copy of this Pre-Commencement Pack (PC1), to confirm that you have read and understood the contents herein and agree to abide by the terms and conditions set out within the document. If you are unable to print this document for signing, please tell us well in advance of your project commencement date, so that a paper copy can be handed to you for signing by Stephen or Danny. Call 01372 743732 to request a paper copy of your PC1. There is also another document that will need signing prior to commencement. This is a contractual agreement between us and yourself. It states the costs, estimate details and a few terms and conditions. We can hand deliver this for a signature if preferred.

We are unable to continue without the signed declaration so please ensure this is completed when asked.

# Additional Work

It is quite common for clients to request additional work or services while we are on site, or maybe, alter a design or layout once it can be seen ‘in real time’. We are used to this and will happily add work to our schedule, as it is also extremely cost effective for you, to employ existing tradesmen to add to his/her workload as opposed to calling them back on a separate occasion to carry out this work. However, you must appreciate that additional work incurs additional costs and may delay the original estimated completion date of the overall project.

Additional minor works are calculated by the time they take and the fixed costs are as follows based on ‘per man’ charges:

1 to 30 minutes ………………………………………… £20.00

30 to 45 minutes …………………………………………… £30.00

45 to 60 minutes ………………………………………… £40.00

per hour thereafter………………………………………… £40.00

The above labour rates are fixed for all our operatives and are exclusive of any materials used. Materials will be charged at cost price, with a purchase receipt being produced for your perusal (if applicable) as proof of the purchase.

Some work is not possible or practical to undertake on the basis of an hourly rate. Therefore, if time allows, an individual estimate will be compiled and submitted to the client for acceptance before any work, in relation to the estimated works, commences. If an individual estimate is submitted and accepted, it will carry an individual job number and a separate invoice relating to that estimate will be raised for payment when these works have been completed.

In the event that additional works are required, whether a new estimate is created or not, the terms and conditions set out within this document will still apply. As the additional work has been generated by an ongoing project, which has a corresponding PC1, it is possible that a new PC1 will NOT be issued, even though the original PC1 issued may carry the job number and estimate reference of the initial project.

Sundry items, such as screws, fixings, filler, adhesives etc, may be used from our extensive stock and will be charged accordingly.

Travel/transport time to collect materials required for additional work will carry the labour rate charge as above.

Which leads me to another point I think is worth mentioning. Additional work leads to additional time, which leads to prolonged completion dates, which in turn leads to delayed commencement dates for future projects. Quite simple really, but not that well accepted by some people. Please remember we are offering a unique and professional, personal service. It is not possible to always guarantee completion or commencement dates. We will give guides, based on our current workload, using projected completion dates. However, these are subject to change and you will be notified as soon as we are aware of this, if this is the case.

# Day 2 Day

We do respect that 80% of our clients remain living in their properties, while we are working on them. For this reason we will never leave you without water, a toilet, heating (in winter), power or reasonable and acceptable levels of comfort during works, taking into consideration the work in progress.

We are a ‘hands on’ company who like to interact with our clients, if you are thinking of changes, or new ideas relating to the project, please tell us as soon as possible! Maybe the ideas are worth implementing, and maybe it’s the right time to do it now! Don’t wait or bottle up your thoughts, as it may be too late to make changes if you don’t speak up! Remember, we are working for you!

We will always work to our estimate details and costs and/or plans, whether they have been provided by us or by yourselves. We cannot allow for works we have not been made aware of or changes not brought to our attention.

Notes or documented proof of any changes you may request are more than welcome. ‘Post it’ notes, notes on scraps of paper and mobile phone texts are good ways to communicate if you are not around too often to talk in person. We can and normally do provide a dedicated e-mail address for your project, to allow both us and you to make documented notes on a specific project for reference or enquiry purposes, request additional works or costs or maybe just to jog ones memory of a certain thought for the following day. These e-mail accounts are for both parties to use freely, it works really well, so please use it! Your ‘Commencement Notice’ will inform you of the e-mail address if this applies to your project.

Use of a W.C is expected, however, we can arrange for portable facilities to be delivered to site (dependant on project size and duration) if this suits you better. We would require notice prior to commencement if this is the case and an additional charge may be made for the hire and cleaning of this facility.

We will respect your home, pets requirements, baby’s sleeping times, school runs, parking arrangements and noise levels, where practically possible. We would be foolish to expect you to ‘forget we are working at your property’, however, we always endeavour to be as discreet as possible, with the utmost respect for you and your neighbours.

We have impeccable reputations with all local authorities we have dealt with in the past and will, under no circumstances, undertake unauthorised works. Therefore please don’t expect it or ask us to do so.

We do NOT require feeding at lunchtime. People are often unsure whether we expect sandwiches or food through the day. A lovely thought but we arrange our own food, although, use of an electric kettle is appreciated if convenient, although we do have our own kettle and we will supply tea, coffee, milk and our own cups if necessary.

Parking Permits are becoming more common. If you live in a parking permit zone, it is your responsibility to ensure that there are adequate permits for the duration of any smaller project. However, larger projects will require dispensation permits to be obtained by us, via the local authority. Please discuss durations with us to ensure you know what your responsibilities are. Please be aware that Hybrid Construction are happy to refund the permit costs, but the logistics in obtaining said permits is the clients responsibility.

**Deliveries, Tradespersons and Materials Supplied by YOU.**

We will gladly accept deliveries on your behalf, if ordering your own kitchens, bathrooms or appliances, if you are not around in person, to do so yourself during the day. However, we will normally sign all received goods as ‘UNCHECKED’ as neither us nor the delivery driver will normally have the time to unpack and check every item. We can accept no responsibility for missing, wrong or damaged items.

If supplying your own materials or goods, we will expect delivery of these items to fit in with our schedule or to be delivered prior to expected installation dates and stored out of the working area until we are ready to install them. This avoids unnecessary moving of items, wasted time and possible damage of items repeatedly being relocated to suit our working environment.

If goods, fittings or materials are to be ordered or supplied by yourselves, we would request that all the necessary components and parts expected are on site when required by us. We would expect goods are of acceptable quality and are as described on any plans or within our estimated or agreed by ourselves as being the expected goods for that task. If an independent survey is undertaken by somebody instructed by yourself or anyone other than ourselves, for a kitchen or bathroom for example, we can accept absolutely no responsibility for the order placed or the survey undertaken or the timing of the survey, if the project/area is not ready to be surveyed. In the unlikely event that the above is not adhered to, or restricts or alters our schedule, we reserve the right to make a charge for obtaining the missing parts and charge for any delays this may cause at a rate of £30.00 per hour, per man involved in that delay plus any material costs. We estimate each project using man-hour allocations very carefully. This can mean that although one small item, you may have ordered could be wrong, the ‘knock-on’ effect of that item can be quite dramatic in some cases.

### The same applies with ‘imported trades’ as we call them. These are friends, family or professional people who are employed by you, **not** through our company, to undertake a specific task within a project in which we are involved. If that person fails to attend or delays our works without prior notification, which must be sufficient notice to enable our tradesmen/women to be deployed elsewhere, then we reserve the right to make a charge for wasted man hours and costs incurred or for any delays this may cause at a rate of £30.00 per hour, per man involved in that delay plus any material costs. If there is a fault, issue or problem that arises at any time, from work undertaken by anyone working under your instruction, Hybrid Construction cannot be held responsible and may make a charge for works undertaken or time invested by Hybrid Construction in rectifying this issue or overcoming it in whatever way possible to achieve a final result that is approved by the client or somebody acting under the clients instruction.

If you choose to supply your own materials for us to install, such as kitchen units or bathroom suites, boiler or radiators, tiles or wardrobes or any other items, we must insist that you are wholly responsible for the product, it’s design or layout, product ordering, purchasing, returns and all matters relating to the items purchased. If we are not supplying a product or material, we cannot accept any responsibility for the product, incorrect ordering, design flaws or mistakes with an order. If you wish to supply your own goods or materials and need help from us, we can assist in planning layouts, product ordering or liaising with your supplier, but this will be charged as ‘consultation’ at a rate of £30 per hour (50p per minute) for time spent dealing with your order. This may seem harsh initially, but we have built up a reputation with our suppliers that ensures we get the best service they can offer. When dealing with suppliers outside of our preferred circle, we do not have the same ‘clout’ and can therefore spend hours dealing with cheap internet based businesses, poorly run suppliers, couriers and unknown businesses if we attempt to intervene in orders we have not placed. In brief…”If you want to buy it yourself, you must deal with it yourself.”

### **Limitations**

During, prior to or following completion of any project, we are limited to the responsibility that we can accept. Our limitations in relation to accepting responsibility remain firmly within the boundaries of the work we are undertaking, as detailed within our estimate or as reasonably expected for that specific task. For example, if we are fitting a new light in your front porch and your rear kitchen door jams or decides to malfunction, it is highly likely it has nothing to do with our porch light installation works.

We cannot accept responsibility for previously installed services, fittings or works that have been wrongly installed, carried out or supplied by others that may have been uncovered by us or remained unnoticed until such time that we have brought them to your attention. We will, as a matter of procedure, NOT undertake any unauthorised works, until such time that the client or a representative of the client, has been informed of this discovery and has authorised the works and any additional costs attached.

Our limitations are restricted for obvious reasons and we can therefore not accept responsibility for totally unconnected malfunctions within your property that may have occurred whilst we were undertaking our works. However, we would not dismiss any claim for any malfunction that may have the slightest connection, to the works we are undertaking.

This limitation is obviously no different from any standard tradesman’s work policy, however, we choose to highlight the issue within this document, to avoid any misunderstanding, in the unlikely event that we need to call upon an independent body to assess the liability of any claim.

**Specifics.**

TILING: If wall or floor tiles are purchased by the client and mosaic tiles, special patterns or tiles requiring sealing are purchased without prior written notice given to Hybrid Construction, this will NOT have been priced in the original estimate and may be charged as additional work, based on the additional time involved in undertaking the task.

SCAFFOLD: Scaffold erected can affect the reception of satellite dishes and therefore affect or restrict viewing. Dishes can be professionally temporarily re-located onto scaffold tubing and replaced following removal of scaffold. This cost will be in the region of £140 for both visits required and can be arranged by us if you wish. TV aerial costs for re-positioning or re-fixing or any TV aerial or other aerial work required as a result of any work carried out by Hybrid Construction or anyone working under our instruction, will not have been included in our costs and will be seen as additional work if carried out. You are under no obligation to use our contractor to undertake this work, but one is available upon request.

CEILING REMOVAL: If we are removing and/or replacing a ceiling for you, it is likely that the walls may be damaged slightly during this process. Unless specified, no repairs or redecoration will have been allowed for as the work quoted will only be confined to the ceiling area and any damaged caused, if applicable, would be impossible to predict.

**Flooring.**

In the event that a new floor is being installed by Hybrid Construction, we cannot undertake responsibility for the overall floor levels being inaccurate. Many properties have floor levels that have dropped, been added as an addition to the original property or been incorrectly installed. We will make sure all floors are independently flat and that any holes or localised areas are repaired prior to any flooring being laid. However, the correction of overall levels (from one end of a room/area to the other) may not be allowed for as this may affect other floors within the property. Any discrepancy, if applicable, will be brought to your attention as soon as it becomes apparent to us.

**Insurance Work.**

It is possible that your specific project may be paid for by an Insurance Company, due to a claim being made for whatever reason.

Before we can proceed with any works falling within this category, we MUST have written confirmation that the insurance company have:

1. Agreed the estimate relating to this work.
2. Agreed that payment is to reach Hybrid Construction with seven days of a related interim or final invoice being raised. Failure to adhere to this will incur interest on the amount outstanding at a rate of 2% per day, for every day over the due date.
3. Agree to make interim payments, if applicable and if requested. Failure to receive interim payments may result in the site being vacated and the project temporarily postponed, until the payment has been received and our operatives are in a position to return to the project, without jeopardising any other ongoing works we may have undertaken due to the postponement.

The client or signatory of the **‘Declaration’** accompanyingthis document,remains entirely responsible for all payments reaching us by the due date. This also applies in the event that payment has not been received as agreed by a third party, (insurance company or representative of the client for example) whether employed by the client or not.

# Waste

Waste costs are extremely high in our business and have to be calculated very carefully to ensure the project stays within an acceptable budget, but allows all generated waste to be disposed of correctly. We use various means of waste disposal from grab lorries, skips, van runs to local refuse dumps and all with a recycling process in mind where possible and practical.

For this reason, we cannot accept unauthorised waste being loaded into skips or waste containers or added to our waste piles, by clients or third parties. If we have to dispose of unauthorised waste, we may make an additional charge to cover costs incurred.

**IW1 form (Investigative, Exploratory and Quotation Related Works)**

In the event that investigative works is required to establish the procedure for future works, we will present the client with an ‘IW1 Investigative Works’ form. This ensures that the client has full control over these works and is fully aware of any expected costs that may arise, in connection with the investigation or exploratory works, prior to these works commencing. This is not usually a necessary procedure during an ongoing project, however, we need to bring this to your attention at the outset.

Investigative works are charged at £40.00 per hour per man, plus any materials used or costs incurred directly with these works.

## Disclaimers Via Email

Any works that are undertaken by ourselves, having been instructed by the client or a representative of the client to do so, may carry a disclaimer if we advise against these works or foresee a potential problem that we feel the need to distance ourselves from. An explanation of the potential problem will be sent/handed to the client via or in person headed ‘Hybrid Construction Disclaimer’. If via email, an acceptance of receipt of the explanatory email, will suffice as an exclusion of our liability as individuals or as a company.

## Payments

**AS OF JUNE 2016 WE NO LONGER ACCEPT CHEQUES.**

Payments are monitored very carefully and are requested via an invoice accompanied by a spreadsheet (where applicable) showing the work that the payment application relates to. Please read and understand what you are paying for.

The spreadsheet is updated daily and you will be made fully aware of the content of the payment application, the amount due and the due date.

Our unique system, allows you to view at any time, the status of your account. You can see the amounts requested, amounts paid, invoice numbers, areas of work completed, amount outstanding and much more. The system works extremely well and regulates the money you spend, ensuring you are only paying for the work that has been completed or will be undertaken within the next few days. This eliminates the need for large ‘frightening’ sums of money being handed over at any one time. This payment method has proved extremely popular since its introduction several years ago, and automatically keeps a ‘real time’ account of your project as it progresses.

Project under £10,000.00 or with an expected completion within two weeks, may adopt a different payment structure. Depending on the complexity of the work in question, the payment structures are usually one of the following:

1. **‘Spreadsheet’** system (as above), with payment applications made at regular intervals when sections of work have been completed or are due to complete.
2. **‘One Third Plan’**, being 1/3 of the project total upon commencement, 1/3 at an agreed half way stage and 1/3 upon completion.
3. **‘50/50 Plan’** which is 50% of the project total upon commencement and 50% upon completion.
4. **‘Upon Completion’** which will require immediate payment of the project total, upon completion of works.

Your ‘Project Manager’ will inform you of the payment structure for your project, prior to commencement. The plan chosen will be marked on your ‘Commencement Notice’ if applicable, which you will receive when a commencement date is set.

If we make an application for payment, the payment will be expected on or before the due date on the invoice. Payment now becomes due upon receipt of invoice, meaning the payment is due immediately the invoice is received. This assists with our cash-flow and ensures the project flows without interruption. If you need time to transfer monies from other accounts, please let us know, so that ample time can be allowed for this transfer.

Failure to make payment by the due date shown on the invoice may result in all operatives being withdrawn from site and the site temporarily closed down. If this action is enforced, we will only return to site once payment has been cleared with our bank. Also we will only return to site at our next available opportunity, as we may have commenced another project to allow our ‘cashflow’ to be unaffected by the non-payment from your project. In this case, we would complete the newly commenced project, before returning to the previously vacated site. This action is extremely rare and will only be enforced to protect our business from suffering the effects of late or non-payment for whatever reason. Our invoices show payment due immediately, however, we understand that this is not always possible logistically, so please CONTACT US if you cannot meet our payment deadline. This is crucial to prevent interruptions on a project.

**Cheque payments:** As cheque payments take several days to clear, which according to NatWest Bank this can be 7 working days, we do not accept cheque payments any longer. We are sorry for any inconvenience this may cause. Please speak to one of our representatives for alternative options.

**Damage by Carpet Fitting**

The last part of many projects is having carpets or flooring fitted. We as a company are more than happy to undertake the supply and fit of said flooring, but need to be aware of your intentions at the commencement of the project. Unless the flooring laid is part of our original contract, the repairs of any damage to skirting boards, architraves and walls and the adjustment of doors, created by the installation of the flooring, will be chargeable at the rates shown above.

**Nine Month Policy**

All projects will benefit from our nine month call back policy. We will attend free of charge to repair plaster settlement cracks, ease and adjust doors, ‘tighten this’, ‘loosen that’ and attend to items that are not the same as when we left them. Settlement on an extension or conversion is caused by all the various materials drying, curing and settling at different rates and causing differential movement with the building. The same can apply to new doors, cupboard units, silicon joints etc. as they adapt to their new surroundings. We will attend at a convenient date as close to nine months following completion of the project. We attend only once to carry out this free service and only when 9 months has passed, to allow for a summer and winter season to affect the new work. Please be sure to arrange your ‘nine month visit’ with your appointed site manager prior to the project being completed.

# Closing Statement

You are probably aware of our high reputation and our association and involvement with ‘Check- a Trade’, the country’s largest ‘Consumer Protection Scheme’ and efforts to eliminate rogue traders. Please ask us for details if you are not aware of this scheme, as your input and opinions on our company and works carried out, will be requested upon completion of your project.

Our mission as a company is to provide a flawless service that will provide a reasonable cost to undertake the work as we understand it, based on labour costs (typically 50%-70%), material costs (typically 20%-40% and company profit (typically 10%-20%) which pays for, amongst other things… our many insurances, vehicles, fuel, all of the tax’s we are forced to pay, tools, advertising, accountant fees, stationery, postage and admin staff.

We will provide suitably trained, qualified or experienced operatives who are more than able to undertake the tasks assigned to them. We only use our own team who are employed by our company on a regular/full time basis.

We pride ourselves on our level of service in all areas, from the initial survey through to a satisfactory completion of the project.

We aim to provide a service that will leave you so impressed with our company, that you will tell your friends and we will become your families/friends local builder/plasterer.

We welcome any input from members of the public, whether clients or not, that may help us to become even better than we are at present, by informing us of any improvements/changes that you think could be applied to our service.

Many thanks for taking the time to read this and for choosing our company for your building project.

Kindest Regards

Stephen R Corbett

Managing Director

**HYBRID CONSTRUCTION**

**Hybrid Construction is a Trading Name of Hicon Ltd Company no. 04691532.**

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**Web:** [**www.hybridconstruction.co.uk**](http://www.hybridconstruction.co.uk) **- VAT number: 819 0673 18**

### DECLARATION

**This copy to be retained by Hybrid Construction. A photo-copy will be issued to you.**

I declare that I, the undersigned, as the client, have read the entire contents of the attached document entitled ‘Pre-Commencement Pack’.

I can confirm that I fully understand the contents within or have had explained to me, any sections that I originally did not understand and I am fully aware of the conditions and terms set out within this document.

I can confirm that I agree to adhere to the terms and conditions set out within to the best of my ability and where practicably possible.

I can confirm that the estimate relating to this project (noted below) has been viewed by myself and I am in agreement with the works that are to be undertaken as detailed within the related estimate and that we will expect this estimate to form an agreement between us for the work detailed to be carried out for the price shown.

I understand that any additional works, not shown on the estimate, that are requested by myself or any person representing myself, or found to be essential in completing the project successfully, will be charged in accordance with the hourly rates as shown within this document or a separate estimate will be submitted to me. I understand that in the event of additional works being requested/required, I will be notified of expected costs beforehand and I am under no obligation to have these works carried out by Hybrid Construction.

**I have initialled/signed the foot of every page contained within this document to signify that I have read, agreed and understood the contents on that page.**

Please put a line through the italic text below if you do **not** want this document to apply to all future work undertaken by Hybrid Construction.

*I am happy for this document to apply to all future work undertaken by Hybrid Construction under my instruction.*

Please check that the estimate reference, job number and all details on this document match your details and the details sent to you by Hybrid Construction.

**Estimate Ref:…… Job Ref:…… Date: ………**

## Signed (Client)…………………………………………………

## Print Name…………………………………………………….

**Address………………………………………….……………………**

**…………………………………… Post Code………………………**

**Hybrid Representative Signature**

**……………………………………………………………**

**Hybrid Representative Print Name**

**…………………………………………………………..**