

Terms of Business

London Legacy Builders Ltd

Company:	London Legacy Builders Ltd
FMB Member No.:	151491
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This document sets out the standard terms upon which London Legacy Builders Ltd undertakes building and construction work. These Terms of Business should be read in conjunction with any specific contract or quotation provided for individual projects.

Important: This document is for general informational purposes and does not constitute legal advice. London Legacy Builders Ltd recommends that clients seek independent legal advice where appropriate.

1. Introduction and Scope

London Legacy Builders Ltd (“LLB”, “we”, “us”, “our”) is a registered member of the Federation of Master Builders (FMB), Member No. 151491. We are committed to upholding the FMB Code of Conduct in all our dealings with clients, subcontractors, and the public.

These Terms of Business apply to all quotations, estimates, and contracts for building and construction work undertaken by LLB unless expressly varied in writing. By engaging our services, you acknowledge that you have read and understood these terms.

Where any conflict arises between these Terms of Business and a specific written contract for a project, the terms of the specific contract shall prevail.

2. Quotations and Estimates

All quotations provided by LLB are given in writing and remain valid for a period of 30 days from the date of issue, unless otherwise stated. A quotation represents a fixed price for the specified scope of work, subject to the assumptions and exclusions noted within it.

Where an estimate is provided instead of a quotation, it represents our best assessment of likely costs based on the information available at the time. Estimates are not fixed prices, and the final cost may vary. We will keep you informed of any material changes to estimated costs as work progresses.

All quotations and estimates are exclusive of VAT unless expressly stated otherwise. Where applicable, VAT will be charged at the prevailing rate.

3. Acceptance and Formation of Contract

A contract is formed when you accept our quotation in writing (which may include email) or when we both sign a formal contract document. We use industry-standard contract forms, including FMB contract templates where appropriate, to ensure fairness and clarity for both parties.

For domestic clients, contracts comply with the Consumer Rights Act 2015 and, where applicable, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

4. Consumer Cancellation Rights

If you are a consumer and entered into the contract away from our business premises (for example, if the contract was agreed at your home or online), you may have the right to cancel the contract within 14 days of the date the contract was formed, in accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

If you request that work begins within the cancellation period, you will be required to pay for any work already carried out up to the point of cancellation. To exercise your right to cancel, you must inform us in writing.

5. Scope of Work and Variations

The scope of work to be carried out will be clearly defined in the quotation, estimate, or contract. Any changes to the agreed scope of work (“variations”) must be agreed in writing by both parties before the additional or amended work is carried out.

Where a variation is requested, we will provide a written assessment of the cost and time implications before proceeding. Variations may affect the overall contract price and programme of works.

6. Payment Terms

Payment terms will be set out in the contract or quotation for each project. Unless otherwise agreed:

- We may require staged payments linked to defined milestones or phases of work.
- Payment is due within 14 days of the date of our invoice, unless the contract states otherwise.

- We do not require full payment in advance of work commencing. Any deposit requested will be fair and proportionate to the initial costs we incur.
- We reserve the right to charge interest on overdue payments at the rate of 4% above the Bank of England base rate, calculated on a daily basis.

All payment schedules are structured to be fair and proportionate, in line with FMB Code of Conduct requirements.

7. Insurance and Liability

LLB maintains comprehensive insurance cover appropriate to the work we undertake, including:

- Public liability insurance
- Employer's liability insurance
- Professional indemnity insurance (where applicable)

Copies of our insurance certificates are available upon request. Our liability under any contract shall not exceed the scope of our insurance cover, except where liability cannot be limited by law (including liability for death or personal injury caused by negligence).

8. Programme of Works and Timescales

Where a programme or estimated timeline is provided, we will use reasonable endeavours to complete the work within that timeframe. However, timescales may be affected by factors beyond our reasonable control, including adverse weather, supply chain delays, discovery of unforeseen site conditions, or variations requested by you.

We will keep you informed of progress and notify you promptly of any circumstances likely to cause material delay.

9. Subcontractors

LLB may engage specialist subcontractors to carry out certain elements of the work. Where we do so, we retain full responsibility for the quality and completion of the subcontracted work, in accordance with the FMB Code of Conduct.

All subcontractors engaged by us are required to hold appropriate qualifications, insurance, and accreditations for the work they carry out. We verify subcontractor competence before engagement.

10. Building Regulations and Statutory Compliance

All work carried out by LLB will comply with applicable building regulations, planning permissions, and statutory requirements, including but not limited to:

- The Building Act 1984 and associated Building Regulations
- The Building Safety Act 2022
- The Construction (Design and Management) Regulations 2015 (CDM 2015)
- The Health and Safety at Work etc. Act 1974

Where required, we will submit Building Control notifications and ensure that all necessary inspections are carried out. We will provide you with relevant compliance certificates upon completion of the work.

11. Health and Safety

LLB is committed to maintaining the highest standards of health and safety on all our projects. We comply with all applicable health and safety legislation, including the Health and Safety at Work etc. Act 1974 and the CDM Regulations 2015.

Where LLB acts as Principal Contractor under CDM 2015, we will prepare and maintain a Construction Phase Plan and ensure that all workers on site are competent and adequately supervised.

12. Defects, Snagging, and Remedial Work

Upon completion of the works, we will carry out a thorough inspection and invite you to identify any defects or snagging items. We will rectify any defects arising from our workmanship or materials within a reasonable timeframe at no additional cost to you.

A defect liability period will apply as set out in the contract (typically 12 months from practical completion). During this period, we will return to remedy any defects that are attributable to our work.

13. Warranties and Guarantees

We stand behind the quality of our work. Specific warranty or guarantee periods will be set out in your contract. Where applicable, insurance-backed warranties may be available through FMB Insurance.

Manufacturer warranties on materials and products installed by us will be passed on to you where available. We will provide you with all relevant warranty documentation upon completion of the works.

14. Complaints and Dispute Resolution

We are committed to resolving any concerns or complaints promptly and fairly. If you have a complaint about any aspect of our work, please raise it with us in writing in the first instance. We will acknowledge your complaint within 5 working days and aim to resolve it within 15 working days.

If we are unable to resolve a dispute directly, we are committed to using Alternative Dispute Resolution (ADR) in accordance with the FMB Dispute Resolution Scheme. This provides an independent and impartial mechanism for resolving disagreements without the need for court proceedings.

Nothing in this clause prevents either party from exercising their legal rights through the courts.

15. Data Protection and Privacy

LLB is committed to protecting your personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. We will only collect, store, and process personal data that is necessary for the performance of our contract with you or as required by law.

We will not share your personal data with third parties except where necessary for the performance of our contract (for example, with subcontractors or Building Control bodies), or as required by law. You have the right to request access to, correction of, or deletion of your personal data at any time by contacting us in writing.

16. Force Majeure

Neither party shall be liable for any failure or delay in performing their obligations under the contract where such failure or delay results from circumstances beyond that party's reasonable control, including but not limited to acts of God, fire, flood, epidemic or pandemic, industrial action, war, terrorism, government action, or failure of third-party utilities or supply chains.

The affected party must notify the other party promptly of the force majeure event and use reasonable endeavours to mitigate its effects.

17. Limitation of Liability

To the fullest extent permitted by law, LLB's total aggregate liability under or in connection with any contract shall not exceed the total contract price paid or payable.

Nothing in these Terms of Business excludes or limits our liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

We shall not be liable for any indirect, consequential, or special losses, including loss of profit, loss of business, or loss of opportunity, howsoever arising.

18. Termination

Either party may terminate the contract in accordance with the termination provisions set out in the specific contract for the project. Where no specific provision is made, either party may terminate by giving reasonable written notice.

Upon termination, you will be liable to pay for all work properly carried out up to the date of termination, together with the cost of materials ordered or delivered. We will use reasonable endeavours to mitigate any costs upon termination.

19. Governing Law and Jurisdiction

These Terms of Business and any contract to which they apply shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have non-exclusive jurisdiction over any disputes arising under or in connection with these terms.

20. Amendments to These Terms

LLB reserves the right to amend these Terms of Business from time to time. The version in effect at the date your contract is formed will apply to that contract. Updated terms will be published on our website with the effective date clearly stated.

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