



FORM A

Agreement to install Extractor Fan

This agreement sets out the terms upon which the Lessee instructs the Council to install an entrance door to the Property

Parties:

The Lord Mayor and Citizens of the City of Westminster, Westminster City Council, 64 Victoria Street, London, SW1E 6QP. ("the Council")

Name(s) of Lessee(s)..... ("the Lessee")

..... ("the Lessee")

Property Address:..... ("the Property")

The Council will carry out the Works noted below. The cost is set out below and the Works are currently programmed to be carried out as set out in the accompanying letter. The Completion Date will be the date of issue for the Installation Certificate

As "The Works" are included within a planned Major works contract: The Lessee(s) may choose to pay the total cost of the new door in full, or pursuant to an individually agreed written payment plan signed by both the Council and the Lessee.

Option 1. "The Works" will include the Supply and install two new high-performance energy efficient low voltage filter less infinity extractor fans within bathroom and Kitchen. Minimum ventilation extract rates as Part F Building Regulations. Complete electrical test back to electrical spur.

Final cost of the Works Option 1: £1,080.64 including a £100 administration fee for processing the alteration request and updating records with the installation certificate. Please tick the adjacent box to choose Option 1.

Option 2. "The Works" will include the Supply and install one new high-performance energy efficient low voltage filter less infinity extractor fans within either bathroom or Kitchen. Minimum ventilation extract rates as Part F Building Regulations. Complete electrical test back to electrical spur.

Final cost of the Works Option 2: £540.32 including a £100 administration fee for processing the alteration request and updating records with the installation certificate. Please tick the adjacent box to choose Option 2.

Please note that the existing Extractor Fan forms part of the demise within the lease and is the lessee's responsibility to repair and maintain. Once installed, the New Extractor Fan will also form part of the demise (flat) and will remain the Lessee's responsibility. This agreement constitutes the Council's consent as Landlord to the Lessee to carry out the Works.

Payment Terms:

A separate invoice for "The Works" will be sent once the installation is complete. Payment can be made in full, or in equal monthly instalments up to 24 months (interest free).

Schedule:

"The Works" will include the Supply and install two new high-performance energy efficient low voltage filter less infinity extractor fans within bathroom and Kitchen. Minimum ventilation extract rates as Part F Building Regulations. Complete electrical test back to electrical spur.

The Works will be carried out subject to the Terms and Conditions stated below.

1. I/We confirm that Westminster City Council may carry out the works scheduled above ("The Works") in relation to my/our demised premises.
2. I/We undertake to pay the Council's costs of carrying out the works

SIGNED BY THE LESSEE(S) *(If there are two or more lessees of the property, all parties must sign below):*

Print name:

Signature:

*

*

*

*

DATE:

TERMS & CONDITIONS

1. Limited Warranty

1.1 The Council warrants to Lessee that the New Door supplied and installed to the Property is, at the time of delivery free from defects in materials and workmanship.

1.2 With respect to claims for workmanship, this warranty shall be valid for a period of 12 months from the Completion Date. Notwithstanding anything to the contrary contained herein, the warranty period for the New Door installed, is in all cases limited to the warranty provided by the relevant manufacturer.

1.3 As Lessee's sole and exclusive remedy under this warranty, Council agrees either to repair or replace, at Council's sole option, any part or parts of such material which, under proper and normal conditions of use, proves to be defective within the applicable warranty period.

1.4 This warranty does not cover loss, damage, or defects resulting from improper or inadequate maintenance by Lessee, Customer-supplied materials, unauthorized modification or misuse, operation outside of the environmental specifications for materials or improper site preparation or maintenance, repairs performed by Council's and its contractors while carrying the Works.

3. Customer's obligations

3.1 Co-operate with the Council and its Contractors in all matters relating to the Works.

3.2. Provide the Council, its Contractors, employees, agents, consultants and subcontractors, with access to the Lessee's Property, and other facilities as reasonably required by the Council and its Contractor's to provide the Works.

4. Delay

4.1 If the Council's or its Contractor's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Lessee or failure by the Lessee to perform any relevant obligation the Council has right to suspend performance of the Works.

4.2 The Council shall not be liable for any costs or losses sustained or incurred by the Lessee arising directly or indirectly from the Council's failure or delay to perform any of its obligations as set out above.

5. Limitation of liability

5.1 The limits and exclusions in this clause reflect the insurance cover the Council has been able to arrange with its sub-contractor and the Lessee's is responsible for making its own arrangements for the insurance of any excess loss.

5.2 The restrictions on liability in this Clause 5 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

5.3 Nothing in the Contract limits any liability which cannot legally be limited, including [but not limited to] liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation; and

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

5.4 Subject to Clause 5.3, the Council's total liability to the Customer shall not exceed £5,000,000

6. Modification and Assignment

6.1 All Terms and Conditions shall not be modified, amended, or waived without the express written consent of the both Parties. Any Terms related to any other purchase or agreement issued by the Lessee that conflict with these Terms and Conditions shall have no effect or force.

6.2 Lessee may not assign, transfer or delegate any of its rights or obligations herein without the prior written consent of the Council, and any purported assignment of such rights or obligations without such consent shall be null and void.