

CONTRACT CHECKLIST FOR HOMEOWNERS

FOR YOU TO KEEP

What a written contract with a builder should cover — tick present, missing or not relevant before you sign

KD-HM-CC-005 Rev A0

Use this to read a written contract from your builder before you sign. For each item tick whether it is present, missing, or not relevant to your job, and note the clause number. Ask for anything missing, or anything you do not understand, to be added or explained in writing before you sign — not after work starts. A contract a builder can use for work for a homeowner is KD-AGR-DC-001 Building Contract — Domestic Customer.

ABOUT THIS DOCUMENT

- General information, not advice. This explains in general what the law says in England and Wales. It is not legal advice about your own situation, and filling it in cannot promise any result.
- Get help early. For your own situation, speak to a solicitor, or to the Citizens Advice consumer helpline on 0808 223 1133 (or 0808 223 1144 for a Welsh-speaking adviser), Monday to Friday 9am to 5pm (in Scotland, Advice Direct Scotland on 0808 164 6000; in Northern Ireland, Consumerline on 0300 123 6262). For anything to do with a shared wall, speak to a party wall surveyor.
- Where it applies. Written for England and Wales. The consumer rights in the box below apply across the UK; party wall, building control and court rules differ in Scotland and Northern Ireland.
- A checklist, not a contract. Ticking every line does not make a contract fair or complete, and this is not legal advice. For a large or complicated job, ask a solicitor to read the contract before you sign.

1 THE JOB

BUILDER	CONTRACT NAME, REFERENCE AND DATE	DATE CHECKED
TERMS THAT CANNOT TAKE AWAY YOUR RIGHTS Some of your rights cannot be taken away by anything in the contract. A term does not bind you so far as it would exclude the builder's duty to do the work with reasonable care and skill, or make what the builder told you, and you relied on, not count (Consumer Rights Act 2015 s.57(1) and (2)). A term that limits those rights, or the rules on a reasonable price and a reasonable time, does not bind you if it would stop you getting back the price you paid in an appropriate case (s.57(3)). For goods and materials the builder supplies, a term cannot exclude or restrict the rules that they must be of satisfactory quality, fit for purpose, as described, and correctly installed where installation is part of the contract (s.31). An unfair term does not bind you. A term is unfair if, contrary to good faith, it causes a significant imbalance in your rights and the builder's, to your detriment; whether a term is unfair depends on the work and all the circumstances when it was agreed (s.62). If a term worries you, ask for it to be changed before you sign, or take advice.		

Wherever the contract was made, before you are bound the builder must give you basic information, where it applies: the main features of the work; the name, geographical address and phone number of the business; the total price including taxes, or how it will be worked out; the arrangements for payment and the time for doing the work; its complaint handling policy; and any after-sales service or guarantee (Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 reg 9 and Schedule 1). That information becomes part of the contract (Consumer Rights Act 2015 s.50(3)).

2 WHO, AND WHAT WORK

THE CONTRACT SHOULD COVER	PRESENT	MISSING	NOT RELEVANT	CLAUSE	NOTES
Your name(s) and address, and the address of the property if different	☐	☐	☐		
The builder's full business name, legal status and a geographic address — not just a mobile number; for a company, its registered name and number	☐	☐	☐		
Who will do the work — the builder's own staff or subcontractors — and who is in charge on site	☐	☐	☐		
A clear description of the work, or the quote and your brief (KD-HM-BR-002) listed with their dates	☐	☐	☐		
The drawings and specifications, listed with their revision numbers	☐	☐	☐		
Who supplies which materials and fittings — the builder or you	☐	☐	☐		
What is not included	☐	☐	☐		

3 PRICE AND PAYMENTS

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THE CONTRACT SHOULD COVER	PRESENT	MISSING	NOT RELEVANT	CLAUSE	NOTES
The total price, and whether it is fixed	☐	☐	☐		
Whether the price includes VAT, and at what rate	☐	☐	☐		
Provisional sums — what each allowance is for, the amount, and how the real cost will be agreed	☐	☐	☐		
Any daywork or hourly rates, and when they can be used	☐	☐	☐		
That the price changes only for changes agreed in writing, or as the contract says	☐	☐	☐		
Payment stages linked to work actually done, with the amount of each	☐	☐	☐		
Any deposit: the amount, what it pays for, and what happens to it if the contract is cancelled or ended	☐	☐	☐		
Any retention — a small part of the price you keep back, by agreement, until snags are put right — and when it is paid	☐	☐	☐		
How you will pay (card or bank transfer), and receipts for every payment (record them on KD-HM-PS-006)	☐	☐	☐		

4 DATES, DELAYS AND CHANGES

THE CONTRACT SHOULD COVER	PRESENT	MISSING	NOT RELEVANT	CLAUSE	NOTES
The start date, and the finish date or how long the work will take	☐	☐	☐		
Working days and hours	☐	☐	☐		
What happens if the work is delayed — how you will be told, and anything agreed for a late finish	☐	☐	☐		
Changes: priced and agreed in writing before the changed work is done (record them on KD-HM-CH-007)	☐	☐	☐		

5 PERMISSIONS, NOTICES AND HEALTH AND SAFETY

THE CONTRACT SHOULD COVER	PRESENT	MISSING	NOT RELEVANT	CLAUSE	NOTES
Who applies for planning permission and building regulations approval, and who pays the fees	☐	☐	☐		
Who arranges building control inspections, and that the completion certificate or competent person scheme certificate will be given to you	☐	☐	☐		
Party wall notices: who prepares and serves them, and who pays any surveyors — the legal duty is yours as the building owner (Party Wall etc. Act 1996; KD-HM-PW-011)	☐	☐	☐		
Who carries out the client duties under CDM 2015 — the builder, the principal contractor, or your principal designer if you agree it in writing (reg 7(1)) — and that the construction phase plan is drawn up before work starts (reg 4(5)(a))	☐	☐	☐		
Who carries out the domestic client duties under the Building Regulations 2010 — the builder, principal contractor or principal designer (reg 11C). In Wales a signed statement can put them, and the principal designer and principal contractor duties, on you: do not sign one without advice (regs 11T, 11Z4 and 11Z5). Giving information and cooperating are not among the duties those regulations move, so they stay with you (regs 11A(4) and (5); Wales 11R(4) and (5))	☐	☐	☐		

6 INSURANCE, THE SITE AND WASTE

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THE CONTRACT SHOULD COVER	PRESENT	MISSING	NOT RELEVANT	CLAUSE	NOTES
The builder's public liability insurance and, if they employ anyone, employers' liability insurance, with expiry dates	☐	☐	☐		
Who insures the work and materials until the work is finished, and that you have told your home insurer	☐	☐	☐		
Site rules: access, keys, parking, toilet use, smoking, noise, security, and protecting your belongings and floors	☐	☐	☐		
Clearing up: tidying at the end of each day, and a final clean	☐	☐	☐		
Waste: who removes it, any skip and skip licence, and the builder's waste carrier registration number (waste from the building work is industrial waste and the builder's responsibility — Controlled Waste (England and Wales) Regulations 2012 Schedule 1; gov.uk)	☐	☐	☐		

7 FINISHING THE JOB

THE CONTRACT SHOULD COVER	PRESENT	MISSING	NOT RELEVANT	CLAUSE	NOTES
How completion is agreed — a walk-round together and a snag list (KD-HM-SN-009)	☐	☐	☐		
How soon snags will be put right	☐	☐	☐		
The certificates and documents you will receive: building control completion certificate, scheme certificates, electrical and gas certificates, product guarantees and manuals (record them on KD-HM-GR-010)	☐	☐	☐		
Any written guarantee for the work: how long, what it covers, whether it passes to a buyer of your home, and whether it is insurance-backed (a builder's own guarantee is only as good as the business giving it)	☐	☐	☐		
When the final payment is due	☐	☐	☐		

8 PROBLEMS AND ENDING THE CONTRACT

THE CONTRACT SHOULD COVER	PRESENT	MISSING	NOT RELEVANT	CLAUSE	NOTES
How to make a complaint, and how quickly the builder will reply	☐	☐	☐		
If the builder belongs to a scheme or trade body with a dispute service (ADR — alternative dispute resolution, such as mediation or an ombudsman), how you can use it	☐	☐	☐		
When either of you can end the contract, and what is paid if that happens	☐	☐	☐		
A statement that your legal rights are not affected	☐	☐	☐		
Any term limiting the builder's responsibility for poor work or delay? If there is one, tick Present, write the clause, and ask for it to be taken out or take advice	☐	☐	☐		
Any clause saying disputes must go to arbitration? If there is one, tick Present and write the clause: it is unfair, and does not bind you, for a money claim of £5,000 or less, and above that it can still be unfair (Arbitration Act 1996 s.91; Consumer Rights Act 2015 s.62). Ask for it to be taken out or take advice	☐	☐	☐		

When a builder replies to your complaint, it must also tell you about any ADR scheme it is obliged to use — for example through its contract or trade body membership — if you are not happy with its answer (Digital Markets, Competition and Consumers Act 2024 s.308).

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9 CANCELLATION — IF THE CONTRACT IS MADE AT YOUR HOME

This section applies to an "off-premises" contract: one made with the builder in person at your home or anywhere away from their business premises, or straight after they approached you in person there (reg 5). If the builder quoted at your home but you accepted days later by email or phone, the contract may not be off-premises and you may have no right to cancel — take advice. The cancellation right does not apply to contracts of £42 or less, a visit you asked for to carry out urgent repairs, goods made to your specification, or building a new building or converting a building into a substantially new one (regs 6, 27 and 28 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013). If the builder does not give you the cancellation information, the cancellation period ends up to 12 months after it would otherwise have ended (reg 31). If you cancel within the cancellation period, and the builder did not give you the cancellation information, you do not have to pay for work done in that period (reg 36(3) and (6)). This applies only if you cancel: it is not a reason to stop paying for work while the contract carries on. For goods, the right to cancel ends once they become "mixed inseparably (according to their nature) with other items after delivery" (reg 28(3)(c)). How far that reaches supply-and-fit work, when the 14 days start where goods are supplied, and how the made-to-specification exception applies to fitted goods, are not settled — take advice before relying on any of them.

THE CONTRACT SHOULD COVER	PRESENT	MISSING	NOT RELEVANT	CLAUSE	NOTES
The cancellation information — your right to cancel within 14 days, how to cancel and what happens if you do — given on paper, or by email if you agreed, before you were bound (reg 10)	☐	☐	☐		
A cancellation form you can use (the model form in Schedule 3) — you can also cancel by any other clear statement	☐	☐	☐		
If you want work to start inside the 14 days: your request in writing (reg 36(1)) — if you then cancel, you may have to pay a proportionate amount for the work done up to then (reg 36(4)), unless the builder did not give you the cancellation information, or started without your written request (reg 36(6))	☐	☐	☐		
A copy of the signed contract, or written confirmation of it, given to you before the work begins (reg 12)	☐	☐	☐		

10 WHAT TO DO NEXT

ITEMS MISSING OR UNCLEAR — ASKED THE BUILDER TO ADD OR EXPLAIN

☐ All items I need are now in the contract ☐ I am taking legal advice before signing ☐ I will not sign this contract

11 CHECKED BY

I checked the contract named above against this checklist on the date shown.

HOMEOWNER — PRINTED NAME

SIGNATURE

DATE

R REVISION HISTORY

Every revision of this document, and every review that found nothing to change. The revision on the front of this sheet is the one you are holding — check kubitdocs.com for the current one before use.

Rev	Date	Class	What changed	Authorised by
D0	2026-09-14	first-issue	First issue.	— not yet approved —
A0	2026-09-14	review	Approved for issue by the author. Content unchanged from the reviewed draft; the draft status strip is removed. No independent third-party review has been carried out.	Author — director, UK principal contractor, SMSTS. Not an independent review.

Class: first-issue · material (the law, a control, a field or the scope changed — past buyers are notified) · editorial (wording or layout only) · review (checked, nothing changed) · withdrawal. Revision prefix D = draft, not approved and not for sale; A = approved for issue by the person named, on the date shown.