**Contracting Agreement**

**governed by the AVA 2013 as revised in December 2014**

This contracting agreement is governed by the General Terms and Conditions Governing Contracting Agreements [*Algemene Voorwaarden voor Aannemingen in het Bouwbedrijf*] 2013 (AVA 2013) as revised in December 2014. An explanation of it may be sent to the client on request.

|  |
| --- |
| Quotation |

**Quotation Number**  **Date of quotation**

**Client** **Contractor**

Name: Name:

Address: Address:

Postcode: Postcode:

Place: Place:

Tel.: Tel.:

Email: Email:

hereinafter referred to as the “client” hereinafter referred to as the “contractor”

The contractor offers the following:

1. to perform the work referred to in §2 on the following parcel of land at the client's expense:  
Address:   
Place:   
which is hereinafter referred to as the “work”.

2. In brief, the work shall entail the following.

3. The work shall be performed in accordance with the following drawing(s), technical description(s), designs, calculations and computation(s),[[1]](#footnote-1) being the following contract documents:

on ,

on ,  
on,

on ,  
on,

4. The fee shall be determined in either of the following ways (select either §a or §b and complete).

a. Fee based on a contract fee:

Contract fee excluding VAT: EUR Contract fee excluding VAT: EUR

VAT **(21%)**: EUR VAT **(9%)**: EUR

Contract fee including VAT: EUR Contract fee including VAT: EUR

Subtotal including VAT (21%): EUR

Subtotal including VAT (9%): EUR

Total:

In words:

The contract fee includes a sum of EUR ... for design work.

The contract fee includes the following provisional items:

|  |  |  |
| --- | --- | --- |
| Description | Amount excluding VAT | Amount including VAT |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

b. Fee based on a cost-plus approach

Breakdown of costs, surcharges and mark-ups:

|  |  |  |
| --- | --- | --- |
| Description | Description  Unit cost VAT | Cost per unit including VAT |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

5. The contract fee shall be paid (select either §a or §b and complete):

* 1. in the following instalments:
  2. in its entirety upon handover.

6. Commencement and period of construction

The work shall commence (select either §1 or §2 and complete):

1. within \_\_\_\_\_\_\_\_ working days after this agreement has been signed and received from the client;

2. on or around \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (enter the day and date).

The works shall be handed over (select either §1 or §2 and complete):  
1. within \_\_\_\_\_ working days after the work commences;  
2. on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (enter the day and date).

The client shall ensure that the contractor has timely disposal over or access to the items referred to in Article 3(1) of the AVA 2013 as revised in December 2014. In the event that the client is unable to comply with these obligations on time, they shall notify the contractor of this immediately and enter into negotiations with the latter simultaneously or as soon as possible thereafter concerning the potential implications thereof for the agreed date of commencement and handover, and any other consequences.

7. This quotation and the agreement which is concluded upon its acceptance shall be governed by the General Terms and Conditions governing Contracting Agreements 2013 (AVA 2013) drawn up by Bouwend Nederland and revised in December 2014. The contractor declares that it has appended a copy of those terms and conditions.

Contractor's signature:

Date:

|  |
| --- |
| Confirmation of contract |

date

**The client**

name street

postcode place

hereby confirms – as set out in the aforementioned quotation – that it has awarded a contract to:

**the contractor**

name

to perform the work described above subject to the provisions of the AVA 2013 as revised in December 2014.

The client hereby declares that they have received a copy of those terms and conditions.

Client's signature:

Date:

1. NB. The quotation and accompanying drawings, technical descriptions, designs and calculations which have been produced by the contractor or at the latter's behest shall remain the property of the contractor. They may not be handed to another party or disclosed with a view to obtaining a similar quotation. Neither may they be copied or replicated in any other way. In the event that no contract is awarded, such documents must be returned to the contractor at the relevant client's expense within fourteen (14) days after the contractor requests this. [↑](#footnote-ref-1)