



SERVICE AGREEMENT

(Letting agents, Estate agents, Property Management Companies ONLY)

This service agreement (hereinafter referred to as the "Agreement" is entered into on (Date/Month/Year)_____ (the "Effective Date"), by and between

NAME:

ADDRESS:

TEL:

EMAIL:

(hereinafter referred to as the "Agent"), and A & R Property Maintenance (hereinafter referred to as the "Service Provider") (collectively referred to as the "Parties").

Agreement

The Parties agree that the Agent is to pay the Service Provider within 7 days of invoice or unless otherwise specified or agreed in writing not exceeding 30 days from date of completion.

Default

In case the Agent fails to provide the payments to the Service Provider within the agreed timeline, the Service Provider becomes entitled to declare the remaining amount and interest, immediately due and payable.

Governing Law

This Agreement shall be governed by and construed in accordance with the Law of England.

Severability

In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

Entire Agreement

This Agreement contains the entire Agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements, and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

Amendments

(a)The Parties agree that any amendments made to this Agreement must be in writing where they must be signed by both Parties to this Agreement.

(b)As such, any amendments made by the Parties will be applied to this Agreement.



FORM TO COMPLETE

✓ Tick as required on your estimates and invoices

Client Name	
Reference	
Address	
Tel	
Job Number	
Signature	
Pictures	

SALES CONTACT TEAM	
Name	
Tel	
Email	
Operating Hours	
ACCOUNTS TEAM (invoicing and remittance)	
Name	
Tel	
Email	
COMMISSION %	
%	

SIGNATURE AND DATE

- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

SERVICE PROVIDER

Name: _____
 Position: _____
 Signature: _____
 Date: _____

AGENT

Name: _____
 Position: _____
 Signature: _____
 Date: _____



GENERAL TERMS & CONDITIONS

Interpretation

"The Company"/"We"/"us" shall mean A & R Property Maintenance. Company address: Old Library House, Office 6, 4 Dean Park Crescent, Bournemouth, BH1 1LY. We operate the website www.arproperty-maintenance.co.uk. "The Customer"/"the client"/"you" shall mean the person or organisation for whom the Company agreed to carry out works and/or supply materials. "Operative/Specialist/Tradesman" shall mean the representative appointed by the Company. "Site" – Any land or premises occupied by the Client and any other place provided by the Customers, over or through which the Labour operates. Where we agree to undertake works for a Customer those work shall be performed by the designed Operative of the Company at its absolute discretion.

When calling A & R Property Maintenance by phone (all calls are recorded for quality and training purposes), email, or through the booking/contact us enquiry form on company's website, visit us in our office, or an estimate has been given after visit, you acknowledge that: you have read, understood and agreed to these terms and conditions. Where we agree to undertake works for a Customer those work shall be performed by the designed Operative of the Company at its absolute discretion.

Estimates/Quotations

Quotations/estimates are valid for 30 /thirty/ days unless agreed otherwise in writing and are subject to availability or resources. All Quotations/estimates are provided as estimates unless specified as fixed-price jobs (note prices are exclusive of current VAT and sudden increases by Governments and 3rd parties will be charged at final invoice). They are an estimate of the likely minimum cost of the work, based on the information available at the moment and what is seen with the naked eye at time of visit. Please note the price shown on each estimate/quotation is only for services/materials included to the estimate/quotation. Any services/supplies that are not mentioned in the estimate/quotation are NOT included in the price. If any extra work is required by the client or for any extra work occurred due to unforeseen circumstances which the company is not liable for, the price and schedules for these works shall be agreed additionally. Any extra services/supplies are subject to additional charges agreed separately in writing, additional estimate will be sent. Further confirmation will be required. The final price will be calculated on the basis specified in the estimate. If any additional ad-hoc work/supply is requested by the customer on site or as a result of a last-minute request, and no written estimates/quotations were given, these additional works/supplies are chargeable in accordance with A & R Property Maintenance rates and fees applicable at the time the works are carried out and may be increased above or reduced below the specified price. All hourly rates are for one operative for one hour. All hourly rates have a minimum charge of one hour even if the job requires fewer.

Booking Terms

1. When you confirm works by phone (all calls are recorded for quality and training purposes), email, through the booking and contact us enquiry forms on the company's website or visit us in our office, you acknowledge that you have read, understood and agreed to these terms and conditions. 2. Once the time and date for an appointment have been agreed, availability has been confirmed and payment has been made, you will be given an arrival window. 3. Any cancellations or changes to confirmed appointments dates and times must be made at least 14 days in advance; otherwise, the company reserves the right to levy a charge of 50% of the quoted / listed price of the job plus VAT. The customer has a responsibility to make sure that the A & R Property Maintenance office has been notified during the office working hours – Monday to Friday from 09:00am to 17:00pm; with a clear statement (in writing) and is aware of any changes. 4. Any date(s) mentioned in estimates/quotes either in writing or over the phone are estimated dates only and we shall not be in breach of this agreement in case of failing to start or finish work by any date given in estimates/quotes. 5. If the services requested prove to take longer than estimated/quoted due to unforeseen events, you will be charged accordingly at a cost that is confirmed with you in advance. The Company will not proceed with the work unless the amended cost is confirmed. 6. Once the work is completed, the operative will ask the customer to assess the work carried out. When the customer accepts that the job has been done to standard, the works' status will be confirmed as completed, signed and photographed with the remaining balance due on completion or as per agreed terms. 7. Some of the services might require a revisit to site be carried out prior to the provision of the services. If such a visit is required, the day and time for a viewing will be agreed. Please note, the viewing and the quotation/estimate process are free of charge.

Materials

1. The company supplies materials/products required for any particular project/job. Additional charge for materials/products supply is agreed with the customer in advance and is included in the estimate/invoice. **Paint:** all standard decorating and painting is based on standard Dulux matt emulsion for walls and ceilings unless otherwise specified by the client, and a Dulux/Johnstone high gloss enamel for woodwork. The Company will not be responsible for the peeling of existing lining/wall paper that the client has instructed to be painted over. Any tinted paints i.e. mixed paints are **non-refundable** as these cannot be returned under any circumstances.

2. If a part which is supplied by the company is found to be faulty during the fitting, the operative will exchange/replace it, however, if the fault becomes visible after the job has been completed, should the customer require a further visit for replacement, an additional cost will incur.



3. The Company accepts no liability in respect of late or non-delivery of materials. 4. The Company accepts no liability with respect of faulty parts/materials supplied by the customer. 5. If parts or materials are supplied by the customer and the Company deems those are not suitable, the Company reserves the right not to install or use the incorrect materials or parts.

Customer care

A & R Property Maintenance wants to keep in regular contact with you in order to ensure that you get the best possible service. Please feel free to contact us by telephone, email, or through our website.

Customer obligations

1. The Customer shall provide, upon request, any information the Company reasonably requires in order to provide the services. If any information you provide is incomplete or incorrect, an additional charge of a reasonable sum to cover any extra work required may apply. Any additional charges will be agreed with you in advance. 2. Where access to your property is required and if keys are provided, they must open and close all locks without any special effort. If the property is protected by an alarm, you must provide full details of how to disable and reset it. You agree to notify the Company if you provide the keys. If you require collection from an agency and returning of the keys, you must give reasonable notice of this request (at least 24 hours). If a key need to be collected outside of the property's location, notify the company in writing or by telephone. If the operative is unable to get access to the property on the booked date and time, you will be liable to pay £40+VAT. 3. You will be responsible (at your own cost) for preparing the property for the supply of the services, where necessary, making safe any appliances, removing any items from the areas in the property where the Company will be performing the services, covering any items, furniture or fittings which you will not be moving, to protect them from dust or dirt, as well as for securing or removing any valuables, breakables or sentimental items by the date and time when the work is due to commence. We require the property to be empty where possible to carry out works uninterrupted and safely. 4. You shall provide at your expense clear access to the work area, all necessary electricity/water supplies that might be required to enable the operative to carry out the work. Additional charges might apply otherwise. For all services electricity and water should be provided or arrangements made to ensure it is.

Payment Terms

1. Payment can be made via bank transfer, cash, by debit/credit card excluding Diners Club or American Express. Please note **we no longer accept cheque payments.**

2. Deposit: a 50% deposit is required at the time of confirming works and the balance on day of completion of works.

3. For projects estimated from £5,000+VAT payments are required in intervals and is payable in weekly instalments. The last 10% of the total amount is due on the date of completion.

4. The above payment terms are applicable to any services/supplies undertaken by the company unless agreed otherwise in writing. As soon as an estimate is accepted by the client and all job details and arrangements are agreed, an invoice will be sent accordingly with the payment term included. Please note, the price shown on each estimate/invoice is only for services/materials included to the estimate/invoice. If any extra work is required by the client or for any extra work occurred due to unforeseen circumstances which the company is not liable for, the price and schedules for these works shall be agreed additionally. Any extra services/supplies are subject to additional charges agreed separately in writing and an additional estimate will be sent. Further confirmation will be required. The final price will be calculated on the basis specified in the estimate. If any additional ad-hoc work/supply is requested by the customer on site or as a result of a last minute requests and no written estimates/quotations were given, these additional works/supplies are chargeable in accordance with A & R Property Maintenance rates and are applicable at the time the works are carried out and may be increased above or reduced below the previously specified price.

5. Failure to pay a deposit prior to commencing the work will result in the job being rescheduled. Failure to make a payment as per the payment term will result in the job being cancelled immediately without further notice and the works will be rescheduled.

6. In case of a delay to the project caused by the client, the payment term is not subject to change.

7. The Customer shall pay all amounts due under the agreement in full without any deduction or withholding except as required by law and the customer shall not be entitled to assert any credit, set off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part.

8. Where the balance is not cleared by the Customer on day of completion, the balance due will incur a administration charge plus interest based on a formula of the 'reference rate' of the Bank of England will apply.

9. The company will endeavour to complete the work in the estimated time, but any additional chargeable hours will be included in the final price.

10. The Company shall not be required to issue or deliver any guarantees or other similar documents regarding the Works until payment has been made in full.

11. Where the Customer is represented by a third party (such as a managing agent, letting agent, another contractor or other representatives), in the event of non-payment by the Customer, the third party will be responsible for payment as shown on the invoice unless the Company has agreed otherwise in writing.



Equipment Hire

Scaffold, powered access and other machinery required to fulfil agreed works pre-booked and confirmed must be paid in full and the Customer will be responsible for any loss due to cancellation. All equipment required to fulfil works safety and according to Regulation will be provided by the Company's preferred supplier and not by the Customer directly.

Site Conditions

The contract price is based on site conditions remaining unchanged from those present during the estimating site visit. This includes physical access and free uninterrupted access once work is in progress. Private Covenants: the investigation of private covenants shall not be the responsibility of the Company but the Customer.

Work Guarantee

1. All work carried out by A & R Property Maintenance is guaranteed against workmanship for a period of three months from the date of completion of work and payment is made. If a fault has occurred due to misuse, then a fee may be chargeable to remedy the work. Notice will be given to the customer before any remedial work is carried out if an additional cost is to be incurred. Please note that this applies only to the work that the Company has undertaken including any snags. Products or materials supplied by 3rd parties will be subject to the product guarantee or warranty activated by the Customer. Should the Company's works be damaged due to no fault of the Company, this would not be covered under the workmanship guarantee, i.e. damage to property after completion by the Customer i.e. damage due to a leaks, misuse or acts of God. All appliances & materials supplied by the Contractor purchased from 3rd party suppliers are not guaranteed by the Contractor. Appliance guarantees remain the responsibility of the client to activate their guarantee according to the manufactures instructions which will be given to the Client on completion and at receipt of payment or upon request...
2. If there is a problem with the service please contact the Company either by phone or email and explain the issue as soon as possible. Give us as many details as possible regarding the issue, including pictures, where necessary. We shall investigate the problem and get back to you with a solution within a reasonable period.

General

1. Where the provision of the services cannot be completed within a day, you will allow the Company to leave any tools or materials at your property overnight.
2. A & R Property Maintenance shall not be held liable for unavoidable damage causes, or any unforeseeable loss the customer or any other party may suffer as a result of the work carried out, nor shall we be liable for any loss of any nature which is not caused by our negligence or our breach of the terms and agreement between us.
3. The Company cannot accept liability for its failure to complete all or part of the services where such failure is caused by your failure to confirm for the recommended number of hours/days or where you require additional tasks to be carried out of above what was originally requested.
4. For the avoidance of doubt, the Company shall have no responsibility or liability in relation to the following:
 - 4.1. Pre-existing wear and tear, damage, defects or faults in your property, its contents or belongings.
 - 4.2. Disruption to the services or damage to the property or belongings caused by third parties who are present on site during the performance of the service.
 - 4.3. Damage to the property, its content or Customer belongings caused by faulty products, materials or equipment provided by the Customer and used by the Company in the performance of the services.
5. **Access to Property:** it is the responsibility of the Customer who instructs works to ensure access to the property is provided as per the agreed date/s and time/s. Any costs incurred due to lack of access to the property will be charged.
6. **Cleaning:** please note that the Company will always conduct a Contractor clean following all works carried out by the Company however this does not amount to a full domestic clean.