

## **SERVICE TERMS AND CONDITIONS:**

Please ensure you read and understand these terms before using our services, by booking and using our services, you are agreeing to these terms and the understanding of them.

### **1. What Do We Mean by “Services”?**

Any works offered by Handy Electrics. directly and it's subcontractors. It covers all aspect of the works, Enquiries, Estimates, Project Work, Installations, Repairs, Emergency Call Outs, Servicing, Guarantees etc..

### **2. Terminology**

For the purpose of these terms & conditions the following words have the following meanings: “Us/We/Our” refers to Handy Electrics or its representative; “You” refers to you: the customer (the person or organisation for whom we agree to carry out work and/or supply or materials); “Tradesperson/tradespeople” refers to the representative(s) appointed by Handy Electrics to carry out work. We reserve the right, at our absolute discretion, to designate the tradesperson/tradespeople who will represent us.

### **3. Hourly Rate Work**

The total charge to you will consist of the cost(s) of:

- Labour (the amount of time spent by the tradesperson carrying out work)
- Materials supplied by us (not exceeding the trade purchase price of materials +25% markup), plus a collection fee for time spent in obtaining non-stocked materials, charged in accordance with our current hourly rates.
- All charges related to access of your property, e.g. parking and congestion charges.
- You will only be charged for the time spent related to your work. All other time, i.e. lunch breaks and phone calls, are non-chargeable.

### **4. Fixed Price Work**

The total charge to you will be given as a firm cost (manifest errors exempted), inclusive of labour & materials.

Where a written estimate has been supplied to you, the total charge outlined in the estimate may be revised after submission in the following circumstances:

- You instruct us (in writing or verbally) to carry out additional work not referred to in the estimate.
- There is an increase in the price of materials.
- It is discovered that further work needs to be carried out which were not anticipated when the estimate was prepared.
- It is discovered that there was a manifest error when the estimate was prepared.

### **5. Removal of Waste Materials**

Unless agreed in writing between the parties, you, the customer, will be responsible for the removal from site of all waste materials resulting from the Works.

## **6. Reinstatement**

All works unless stated include reinstatement to your property.

Reinstatement works will be carried out to a workman like manner on a best effort basis. Wood floors will be screwed back.

Carpets will be re-laid but may need at your expense to be finishing by a carpet fitter.

Plastering and patching up is done on a localised basis, we are not responsible for the entirety of a wall or ceiling if in the course of the works it has been damaged intentionally or accidentally. Plastering and patch up repairs are carried out to a 'ready for the decorator' standard. Shaped and/ or decorative items and textured finishes, e.g. Artex or Coving, we cannot guarantee matching the pattern or shape.

Where items such as skirting must be removed, we cannot guarantee breakage or damage; replacements and repair are solely at your expense.

Any work involved in removing or drilling tiles we can't guarantee the condition of the wall behind nor offer guarantees on not damaging the tile or adjacent tiles, reinstatement of tiled wall is solely at the customer's expense.

Decorative finishes such as wallpaper, decorative plasterworks or paint is not part of the reinstatement and is solely at your cost.

## **7. Invoices & Payment**

Upon your agreement for us to carry out estimated work, a deposit payment of 50% of the total is payable immediately. We reserve the right to request full payment in advance at our discretion.

Payment is due on completion of the works and is due immediately by either card or cash payment.

Handy Electrics reserves the right to accrue and charge interest on any part of an invoice which remains unpaid at a rate of 4% over the base rate until payment is received by us in full.

A late payment fee of £75 is added to all late payments, a payment is deemed late 7 days after the completion of the works.

The person instructing the works accept liability for the invoice, jointly and severally with the home owner, to make payment in full.

## **8. Timekeeping**

Where the date and/or time for work to be carried out is agreed, we will use reasonable endeavour to ensure that the tradesperson attend accordingly. We accept no liability in respect of the non-attendance or late-attendance on site of the tradesperson, or for the late or non-delivery of materials.

We will not be liable for any delay, or for the consequences of any delay, in performing any of our obligations if such delay is due to any cause beyond our reasonable control, and we will be entitled to a reasonable extension of the time for performing such obligations. All estimates for the time taken for works is no more than an estimate and should not be relied upon to book subsequent works.

## **9. Cancellation**

If you cancel your instructions more immediately prior to work being carried out, or materials being supplied, you will be liable for the cost of any time and materials incurred by us, together with the profit that would have been made by us, in accordance with the original instructions.

## **10. Satisfaction**

Handy Electrics are committed to providing professional, top-quality service to every customer. If, after we have carried out the work, you are not wholly satisfied with our service(s) you must provide us with written notice within 1 week. You must allow us, and our insurers, the opportunity to both inspect and carry out remedial work where appropriate. If you fail to notify us, as outlined above, then we will not be liable in respect of any defects in the work carried out.

## **11. Guarantee**

For your peace of mind, we provide a 12 month guarantee on labour carried out by a Handy Electrics tradesperson, in respect of faulty workmanship only. This is active from the date of completion of work, in addition to any manufacturer's warranty/warranties. The guarantee will become null & void if the work/appliance completed/supplied by us is:

- Subject to misuse or negligence.
- Repaired, modified or tampered with by anyone other than a Handy Electrics tradesperson. We will accept no liability for, or guarantee suitability, materials supplied by you & will accept no liability for any consequential damage or fault.

We will not guarantee any work in respect of:

- Any work undertaken on instruction from you and against the written or verbal advice of the tradesperson.

Work is only guaranteed in respect of work directly undertaken by us and with full payment having been made. Any non-related faults arising from recommended work which has not been undertaken by us will not be guaranteed.

Where we agree to carry out work on installations of inferior quality (or over 10 years old) no warranty is given in respect of such work and we accept no liability in respect of the effectiveness of such work or otherwise.

## **12. Liability**

We will only be liable for rectifying our own guaranteed work and will not be held responsible for any ensuing damage or claims resulting from other work overlooked or subsequently requested and not undertaken at the time.

We will not be held liable or responsible for any damage or defect resulting from work not fully guaranteed, or where recommended work has not been carried out.

We shall not be held liable for any delay, or consequences of any delay, in performing our obligations if such a delay is due to any cause beyond our reasonable control and we shall be entitled to reasonable time extensions.

You will be solely liable for any hazardous materials discovered after commencement of works. Testing, Removal, reinstatement, making safe and decontaminations of hazardous

materials are solely your responsibility solely at your expense, this liability extends to the replacement of the tradesperson's contaminated tools and belonging. All work will stop until it is safe to recommence. If works are stopped indefinitely or for a period over 4 weeks the remaining balance for the quoted works become immediately payable.

### **13. Title to Goods**

Goods supplied and delivered by us to you, or your premises, shall remain our property until paid for by you in full. Whilst goods remain our property we have the absolute authority to:

- Retake, sell or otherwise deal with or dispose of all or any part of these goods.
- Enter any premises, at any time and without notice, in which goods or any part thereof is installed, stored or kept, or is reasonably believed so to be.

The risk in such goods will pass to you on delivery to you. You must insure them at replacement value, and if asked you must produce evidence that they are properly insured.

### **14. Social Media and Photography**

You grant permission for photographs to be taken of works carried out on your property and disseminated across social media, the internet and print media for the promotion of Handy Electrics. To remove this permission written notice must be received with a fee of £85.

### **15. General**

These terms and conditions may not be released, discharged, supplemented, interpreted, varied or modified in any manner except by an instrument in writing signed by a duly authorised representative and you. Our terms and conditions will prevail over any terms and conditions used by you or contained, set out or referred to in any documentation sent to us by you. By entering into a contract with us you agree irrevocably to waive the application of any of these terms and conditions.