

General Terms & Conditions

1. Parties, Definitions and Interpretation

In these terms and conditions (which are referred to in this document as “these terms”), “Customer” means the customer for whom the Works are to be carried out by HANDY HEROES, “HH” means Handy Heroes Limited (HHL) “Contract” means the agreement between the Customer and HH to carry out the Works of which these terms form a part and (where these terms are a schedule to a signed agreement between the Customer and HH (“the Agreement”)) the Agreement, “Works” means the works described in HH’s estimate and/or as referred to in HH’s Scope of Works or any other document or email issued by HH, as may be varied by agreement in writing between the parties. For the purposes of these terms, “in writing” includes by email, via the BuilderTrend system and any document which is set out in a hand held device and any signature on a hand held screen shall be treated as in writing. In these terms words importing the masculine gender also include the neuter and the feminine gender and words importing the singular number include also the plural number, where the context so requires.

2. General

- 2.1. The Customer will be treated as an Account Customer or a Non-Account Customer, according to HH’s reasonable discretion.
- 2.2. All estimates given by HH, all orders and instructions given by the Customer, and all work authorisations, are governed by these terms. They supersede any other terms appearing elsewhere and override and exclude any other terms stipulated or incorporated or referred to by the Customer, whether in the order or instructions or in any negotiations or in any course of dealing established between HH and the Customer, except where these terms are a schedule to a signed Agreement between the Customer and HH, in which event these terms apply only to the extent not inconsistent with that Agreement.
- 2.3. The Customer acknowledges that HH has not made any representations (other than any expressly stated in the Contract and/or in HH’s estimate) which have induced it to enter into the Contract and the Contract shall constitute the entire understanding between the Customer and HH for the performance of the Works (and detailed in paragraph 4 below).
- 2.4. No modification to the Contract shall be effective unless made by an express written agreement or email exchange between the parties. The signing on behalf of HH of any documentation of the Customer shall not imply any modification of the Contract.

Nothing in this Contract is intended to confer on any person any right to enforce any term which that person would not have but for The Contracts (Rights of Third Parties) Act 1999. Accordingly, a person who is not a party to this Contract shall have no rights under that Act to enforce any of its terms, but this does not affect any right or remedy of such person which exists or is available apart from that Act.

3. The Price, Estimates and Variations

- 3.1. Unless HH provides the Customer with an estimate which is accepted by the Customer in accordance with its terms, all Works will be charged on the basis of HH’s standard Rate Card applicable at the time the Works are carried out.
- 3.2. Any estimate by HH is subject to withdrawal by HH at any time before receipt of an unqualified acceptance from the Customer and shall be deemed to be withdrawn unless so accepted within 28 days from its date.
- 3.3. Where HH provides the Customer with an estimate which is accepted by the Customer in accordance with its terms, that estimate is a firm, fixed price quotation which forms the Scope of Works unless otherwise specified by HH in the estimate and also except as follows:
 - 3.3.1. an estimate is based on the information made available to HH by the Customer. If during the conduct of the Works it becomes apparent to HH that that information was either incorrect or insufficient in any respect that HH considers to be material, HH reserves the right to inform the Customer and to increase the estimated price to take account of the revised information, and
 - 3.3.2. if prior to carrying out the Works, there is an increase to HH of more than 10% in the cost of any relevant materials, equipment hire or transport since the date upon which HH’s estimate, written, emailed or oral, was provided, HH reserves the right to inform the Customer and to provide a revised estimate incorporating that increase. In this event, the revised estimate will apply unless the Customer cancels the Contract before the Works are begun or, if earlier, within 48 hours of the revised estimate being provided, and
 - 3.3.3. if the customer seeks to make a change to the Scope of Works following acceptance of the initial quote, the works the process outlined in paragraph 4 below will be followed.
- 3.4. For materials that are not carried as part of HH’s standard van stock, unless it is with respect to Works for which there is an estimate which includes all collection fees, HH charges a fixed materials collection fee of £30 plus VAT. Where an item is not easily sourced or generally held by the major suppliers used by HH and it considers that significant time will need to be spent tracing and then collecting it, HH will inform the Customer in advance and, unless the Customer sources the item itself, this will be charged on a time basis as per HH’s standard Rate Card. This includes the matching of existing paint colours, flooring, tiles and fixtures and fittings where sufficient detail is not provided by the Customer. It should be noted that this is an infrequent occurrence.
- 3.5. We always try to negotiate the best possible prices for the materials we use, so that we can pass the savings on to our customers. Materials will be charged at cost price plus a 20% trade mark up. Material collection time for non-stock items will be chargeable for the first hour. All materials remain the property of Handy Heroes until full payment is received.

3.6. HH’s standard Rate Card is available for inspection both on HH’s website (www.Handyheroes.co.uk) and at HH’s premises during normal business hours. The Rate Card specifies half hourly rates. There is a minimum charge of one hour. Subject to that, charges are made by the half hour, rounded up to the next half hour.

4. Additional Works

Additional works requested by the client or necessitated as part of the project will be charged in accordance with our Rates Card. Prices may also include a contribution to the administration and other costs incurred by HH as a result of the amendment. HH reserves the right not to accept requests which reduce the Scope of Work following commencement of the Works or to treat them as a Cancellation as per paragraph 19.3 with the relevant fees charged.

5. The Works

All descriptions, illustrations etc. contained in any catalogues, price lists or advertisements, or otherwise communicated to the Customer, are intended merely to present a general idea of the Works and nothing contained in any of them shall form a part of the Contract.

6. The Price

- 6.1. The price payable by the Customer is calculated as specified in paragraph 3 above. Unless otherwise stated, the price and all estimates provided by HH are shown exclusive of Value Added Tax which will be payable in addition where properly chargeable.
- 6.2. If the Works involve a diagnostic process to ascertain the cause or source of a fault or breakdown and during that process an item is ascertained by HH to be faulty and is replaced, the Customer will be liable to pay for that replacement even if the breakdown was caused in whole or in part by a different fault.

7. Payment

- 7.1. Non-Account Customers: Payment by the Customer is due on completion of the Works. Payment must be made on such completion.
- 7.2. Account Customers: HH will seek to submit invoices to the Customer within 14 days of completion of the Works and, subject to paragraph 8 below, payment must be made by the Customer within 7 days after the date of issue of the invoice or other timeframe if terms agreed in advance.
- 7.3. Deposits: For Works scheduled to extend beyond three days, a deposit payment of 50% of the total price is required prior to the start of Works. Orders for products and material associated with the Works will not be made until receipt of this payment.
- 7.4. Additional Works: HH will seek to submit invoices for Additional Works at point of delivery but these may be delayed until the end of the project. These are to be paid prior to Practical Completion
- 7.5. Snagging: Where the Works have been completed subject to snagging, 95% of all amounts outstanding must be paid on such completion and the Customer must provide access to HH without delay to enable the snagging to be finalised. The balance of 5% will become payable upon the finalisation of the snagging or, if access has not been made available to carry out the snagging within 14 days of completion, at the expiry of such 14-day period.
- 7.6. Where the Customer is represented by a third party (such as a managing agent, tenant or other occupier, contractor or other representative), in the event of non-payment by the Customer, the third party will be responsible for payment unless HH has agreed otherwise in writing.
- 7.7. HH shall be entitled to interest on a daily basis on any amount not paid on the due date for payment from such due date until payment in full at 4% above the Bank of England base rate at the relevant time.
- 7.8. HH shall not be required to issue or deliver any certificates, guarantees or other similar documents regarding the Works until payment has been made in full.
- 7.9. Title in all parts and other goods supplied by HH shall not pass to the Customer until payment for the Works has been made in full.
- 7.10. We require payment to terms. Payment must be made on time, in full, and without any deduction, set off or counterclaim. In the event that an account is outstanding, we will refer the matter to our debt collection agents, Daniels Silverman Limited, which will incur costs. Any costs incurred to collect the debt will be added to the debt, plus VAT at the prevailing rate. You agree that you will be legally liable to pay us that surcharge, and that payment of the same can be enforced against you in court. For Commercial clients, you also agree to pay interest at the relevant reference rate provided for under the Late Payment of Commercial Debts (Interest) Act 1998, which interest is payable both after and before any judgment of the court and continues to accrue.
- 7.11. Customers who pay the Handy Heroes subcontractors or employees directly for contracted or subsequent work will be liable to pay HH a referral fee of 35% of the total cost of work.

8. Commencement and Completion Dates

Dates specified for the commencement and completion of the Works are estimates only. HH shall use all reasonable endeavours to ensure that it will attend on the date and time agreed. However, it accepts no liability in respect of non-attendance or late attendance on site or for the late or non-delivery of materials. Time shall not be of the essence of the Contract except as provided in paragraph 16 below.

9. Inspection of Works

The Customer shall inspect the Works as far as it is reasonably possible to do so immediately upon their completion (though failure to countersign the relevant Works Detail Sheet shall not imply rejection of the Works) and if it considers that the Works or any part thereof are not in accordance with the Contract, it shall within 7 days from the date of inspection give detailed notice in writing thereof. In the absence of any such notice, the Works shall be conclusively

presumed to be complete and free from any defect which would be apparent on reasonable examination.

10. Indemnity

The Customer shall indemnify HH against all actions, suits, claims, demands, losses, charges, costs and expenses which HH may suffer or incur in connection with a claim by any third party resulting from a breach of the Customer's obligations, undertakings, representations and warranties in connection with this Contract.

11. Design

HH accepts no responsibility for design or planning matters, unless expressly stated in writing as part of an estimate. The customer shall indemnify HH against all actions, suits, claims, demands, losses, charges, costs and expenses which HH may suffer as a result of design by another party. Any design faults or issues may incur additional work outside the scope of the estimate, HH may charge for such work. If the customer has not specified in advance a specific plan, layout or material, in writing, that they wish to use HH will select an industry standard material or layout using best judgement that it is in keeping with the design standard. Should HH later incur additional time and cost in changing plans, layouts or HH specified material this will be chargeable to the customer. HH considers non communication of specific details as implied authority for HH to decide materials, plans and layout. Where a specified design or plan cannot be achieved due to site constraints, HH will use best judgement to find a solution. Customers should inform HH in writing if they wish HH to be consulted on any variation from plans.

12. Property

HH accepts no responsibility for damage to personal belongings, furniture or carpets within a property. Such items should be removed prior to commencement of works. If these items have not been moved by the Customer, then HH may charge to remove them and accepts no responsibility for any damages caused therein.

13. Limitation of Liability, and Liability of HH

HH's liability shall be limited to;

- the repair or making good of any defect pursuant to its undertaking in paragraph 14 below and subject always to paragraph 8 above;
- liability for death or personal injury resulting from negligence in the course of carrying out HH's duties, and
- the reasonable costs of repair or reinstatement of any loss or damage to the Customer's property if such loss or damage results from HH's negligence or that of its employees, agents or sub-contractors and the Customer incurs such costs.

HH will not be responsible for damage suffered to a part of the Customer's property (whether or not HH is working on that part) where that damage is in whole or in part a consequence of a defect or weakness in that part of the property.

14. Permits, Licences and other Consents

It is the responsibility of the Customer to obtain all permits, licences and other consents in connection with the Works unless HH agrees otherwise in writing. If parking permits are not provided the Customer they shall reimburse HH for parking costs incurred. The Customer will at all times provide a safe working environment for HH and its employees, agents and sub-contractors for the purposes of carrying out the Works. Where applicable to drainage works, the Customer will provide, if possible, a plan showing drain layouts. If this is not available, HH reserves the right to render additional charges at the relevant applicable rate in accordance with paragraph 3.1 above if blockages occur in drains not covered by the specifications or if it is necessary to trace unidentified drains to complete the Works. The Customer must obtain any permission for HH to proceed over property belonging to third parties if this is necessary for the proper execution of the Works and shall obtain any permission necessary to carry out work on property belonging to third parties. The Customer shall indemnify HH against all claims of whatsoever nature made by third parties arising out of the presence of HH its employees, agents or sub-contractors on the Customer's property save where such claim results directly from negligence on HH's part. The Customer shall be liable to HH for all loss or damage whether direct, indirect or consequential which is suffered by HH as a result of failure or delay by the Customer in performing the obligations referred to above.

15. Access

The Customer shall provide clear access to enable HH to undertake the Works and will make all necessary arrangements with the proper persons or authorities for any traffic controls and signals required in connection with the carrying out of the Works. For Works scheduled to extend beyond three days, the Customer must provide HH with two sets of keys or guarantee access to HH as required between the normal working hours of 8am-5pm, Mon-Fri. For all works, during these hours the Customer may be charged for delay to HH works caused by constraints imposed by the Customer, these include use of tools and working areas. HH may request the fitting of an external Key Safe for the duration of the project. This will not be fitted without permission of the property owner. Where the Customer is not the property owner the Customer must seek this permission.

16. Defects

Subject to paragraph 9 above and the exclusions listed below, HH undertakes to repair or make good any defect in completed work which appears within six months of completion of the same to the extent that such defect arises from a breach of HH's obligations under this Contract and provided that details of the defect are notified by the Customer to HH in writing within such period and that HH and its insurers are given the opportunity of inspecting the work and the alleged defect. This undertaking shall only apply to work carried out and completed and invoiced by HH and which is paid for by the Customer by the due date for payment ascertained in accordance with paragraph 7 above. If HH returns to the site at the Customer's request to review a claim under this undertaking and it transpires that the defect had not arisen as a result of a breach of this Contract on the part of HH, HH reserves the right to charge the Customer for

the visit at its standard rate as per paragraph 3 above. HH reserves the right not to carry out any work under paragraph 13 where the Customer cannot evidence that the work was originally carried out and completed by HH or where payment has not been made in full for such work. Exclusions are;

- Parts and materials will be provided only with the benefit of the manufacturer's / supplier's guarantee, and are not guaranteed by HH.
- Systems or structures not installed by HH.
- Any recall arising from circumstances or factors known to the Customer but not notified or disclosed to HH prior to the work having been undertaken.
- Defects resulting from misuse, willful act, or faulty workmanship by the Customer or anyone working for or under the direction of the Customer (other than HH).
- Structural defects encompassing but not limited to subsidence and its resultant effect.
- Damage to drainage systems caused by root penetration or any other outside force.
- Any roofing work where HH advises that the overall condition of the roof is poor and is in need of more extensive work and the work to be undertaken involves less than 20% of the area of the roof.
- Any work to repair an existing lock, or to fit any lock not supplied by HH.
- Cosmetic defects and cracking associated with the movement and settling of period properties.

17. Force Majeure

HH will use all reasonable endeavours to carry out the Works on the agreed dates but shall not be under any liability to the Customer if it should be either impossible or impracticable to carry out the Works on the agreed dates or at all, by reason of strike, lock out, industrial dispute, act of God or any other event or occurrence beyond HH's control.

18. Customer's Liability

The Customer shall be liable for:

- Any loss, damage or injury, whether direct or indirect or consequential, resulting from failure or delay in the performance of the Customer's obligations under these terms.
- Providing all necessary power and a clean water supply for HH's use in the execution of the contracted works.
- The safety of both plant and machinery belonging to or hired in by HH or its employees, agents or sub-contractors and shall indemnify HH against its loss, theft or damage.

19. Cancellation

19.1. If the Customer cancels the Contract without HH's consent other than pursuant to paragraph 3.3 above, the Customer shall indemnify HH against all loss, damage, claims or actions arising out of such cancellation unless otherwise agreed in writing, and for the avoidance of doubt any such cancellation is without prejudice to HH's right to payment in accordance with paragraph 6 above or to the cancellation charges pursuant to paragraph 16.3 below.

19.2. If the Customer wishes to cancel an appointment for a visit by HH less than 24 working hours before the scheduled arrival, the Customer will incur a cancellation fee of one hour's labour as per the Rates Card. HH reserve the right to waive this fee if the appointment is rescheduled. .

19.3. The Customer may, at any time during a cooling off period of 7 days following the day of its acceptance of an estimate for planned non-emergency work, by written notice to HH cancel the work to be undertaken without any charge or penalty. Subject thereto, if the Customer cancels work to be undertaken pursuant to an estimate accepted by the Customer, subject to paragraph 3.2 above the Customer will be liable for the following cancellation charges: (1) as a contribution to the bank and credit card charges incurred by HH, 5% of any amount already paid to HH and which is to be refunded by HH, and (2) as a contribution to the administration, demobilisation and other costs incurred by HH, a charge of £50 (plus VAT) except that if greater, the charge is 5% of the estimate price if the cancellation is made less than 14 days prior to the specified commencement date for the Works, 10% of the estimate price if the cancellation is made less than 7 days prior to the said specified commencement date and 20% of the estimate price if the cancellation is made less than 2 days prior to the said specified commencement date.

20. Removal of Waste Materials and Waste Transfer Notes

Unless agreed in writing between the parties, the Customer will be responsible for the removal from site of all waste materials resulting from the Works. Where a quotation is provided this is an estimate for the waste to be disposed and is subject to change as this can vary according to the size of the project or materials to be disposed of. Plasterboard and other materials must be separated into individual loads. Waste transfer notes can be provided on request for customer records.

21. Frozen Pipes

HH will not be liable for any fracture found in frozen pipes attended by HH. HH will not guarantee to clear blockages occurring in a frozen pipe or drain.

22. Marketing

By accepting the quotation, the customer agrees to allow HH to display a sign or banner on outside the property and gives permission to HH to use photographs of the work. Signage is erected and removed by a third party and is subject to their agreement with HH. A copy of this agreement is available to the Customer on request.

23. Waiver, Variation etc.

No waiver by HH of any breach by the Customer shall operate as a waiver of any preceding or subsequent breach by the Customer. No variation shall be effective against HH unless sanctioned in writing by HH. No forbearance or delay on HH's part shall prejudice HH's rights and remedies under this Contract.