



AWESOME AFRICA

Handyman

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Terms and Conditions

1. Description of the Works

Awesome Africa Handyman shall hereunder be referred to as the Contractor.

1.1 A full details of the Works shall be given in the Quotation Estimate also referred to as the Contract.

1.2 The Customer and Contractor shall both hold a copy of the Quotation Estimate.

2. Contractor Responsibilities

The Contractor will:

2.1 Carry out the Works with reasonable skill and care and in accordance with the Quotation Estimate and in accordance with all relevant Building Regulations and other statutory requirements.

2.1.1 The Contractor will not subcontract any of the work with out the Customers permission.

2.1.2 The Contractor will still be responsible for any work subcontracted.

2.2 Use new materials except where the Customer agrees otherwise in writing. The Contractor shall carry out the Works using appropriately qualified and skilled workers.

2.3 Commence and finish the Works within the Works Period or any extension made to the Period.

2.4 Keep the working areas clean and tidy and store away tools and ladders and clear up and remove all rubbish at the end of each day.

2.5 Carry out the Works in a way that does not cause risk of injury or damage to the Customer or anyone else living at or visiting the Site or to pets.

2.6 Warn the Customer of any Health & Safety risks that may arise during the course of the Works.

2.7 Be responsible for any damage caused to the Site property or its contents or to neighbouring properties.

2.8 On Completion the Contractor shall hand over to the Customer all certificates, instruction books and guarantees for any equipment supplied as part of the Works (as Amended).

2.9 The Contractor must ensure that the Site is kept secure and weatherproof at all times and that materials are securely stored and protected.

3. Customer's Responsibilities

The Customer will:

3.1 Provide continuous access during the hours of 8 a.m. and 5 p.m. Monday to Friday. The Customer must allow the Contractor access to the working areas to enable the Contractor to complete the Works on time.

3.2 Allow the Contractor to use Electricity / Toilet facilities / Heating facilities / Water free of charge.

3.3 The Customer must remove all delicate or fragile items from the working area before the Works commence.

3.4 Keep the working areas clear of obstructions to allow the Contractor to carry out the works.

3.5 Let the Contractor carry out the Works in the order decided by the Contractor.

3.6 Take notice of Health & Safety warnings given by the Contractor during the course of the Works.

3.7 Not knowingly permit children or persons visiting the Site to be exposed to potential hazards while the Works are carried out.

Awesome Africa Handyman Terms and Conditions (cont...)

4. Approvals

Agreement on who is responsible must be reached for:

4.1 Who will apply for Planning Permission (if required).

4.2 Who will apply for Building Regulations Approval (if required).

4.3 Who will apply for Listed Building Consent (if required).

4.4 Who will apply for Party Wall Consents or Awards (if required).

4.5 Work will not commence prior to the granting of any necessary Approvals that are required except that work may commence prior to obtaining Building Regulations Approval provided that the Local Authority is notified at least 48 hours before commencement.

5. The Cost

5.1 The cost for the Works shall be described in the Quotation Estimate.

5.2 An Itemised cost breakdown list may be requested by the Customer from the Contractor for an additional fee equal to the hourly rate of the Contractor.

5.3 The cost shall include fees paid by the Contractor in respect of applying for any Approvals detailed above. If the work does not proceed then the Customer will pay the Contractor the full amount of making the applications.

5.4 The Contractor has inspected the site and agrees that the Cost includes everything necessary to carry out and complete the Work.

6. Payment

6.1 The Customer shall pay the Contractor the total contract sum being the agreed price for the Works referred to in the Quotation Estimate, increased or decreased by the cost of any instructed Amendments under clause 8 below.

6.2 On Completion of the Works, or a stage of the Works as defined below, the Contractor is to send an invoice to the Customer for the amount due. The invoice must list the Works completed, the amounts due and VAT if applicable.

6.3 The Customer is to pay to the Contractor the total contract sum referred to at Clause 6.1 above, either:

6.3.1 In one amount on Completion within 14 days of receiving an invoice; or

6.3.2 In stage payments by prior agreement between the Customer and the Contractor.

Each stage payment shall be payable within 14 days of receiving an invoice for that stage.

6.4 Completion means the completion of the Works stated in Clause 1 above together with any instructed Alterations but excluding the rectification of any minor defects.

6.5 Within three months of Completion the Customer may notify the Contractor of any defects that require rectification and the Contractor shall rectify those defects.

6.6 Payments not received within 14 Days as per Clause 6.3 shall be processed as follows:

6.6.1 The Contractor shall notify the Customer in Writing that any outstanding amount not received within 7 Days of this communication will be charged with a 2% accrued Interest per month from issue date.

6.6.2 Invoices which are 90 days Overdue will be handed over to the Contractors Debt Collectors, with costs and interest accrued.

6.7 The Contractor may stipulate that a Deposit is required on the Quotation Estimate.

6.7.1 The Deposit will act as a confirmation and acceptance of the Quotation Estimate.

6.7.2 The Deposit will be stipulated for Material Costs of £500 and above, or for Materials that require lead times for Order and Delivery of 4 weeks or longer.

6.7.3 The Deposit will be for covering Material costs only.

Awesome Africa Handyman Terms and Conditions (cont...)

7. The Works Period

7.1 The Contractor shall start the Works on the date as stated in the Quotation Estimate and complete the Works by the date as stated in the Quotation Estimate.

The Works shall be considered finished when everything detailed in the Quotation Estimate and any accompanying papers has been properly completed.

7.2 The Contractor must carry out the Works between the hours of 8 a.m. and 5 p.m. Monday to Friday. Work may only be carried out or deliveries made to the Site outside of these times by prior agreement with the Customer.

7.3 any Changes to the dates shall be by prior agreement between the Customer and the Contractor.

8. Alterations to the Works

8.1 If the Customer wishes to make an Alteration to the Works, the Customer must ask the Contractor for a price and specification. The Contractor must not carry out any Alteration without first agreeing the specification and price with the Customer. Once the Customer has the written price and specification of the Alteration, the Customer must decide whether or not to proceed with the Alteration.

8.2 If the Customer instructs the Contractor to make an Alteration to the Works the detailed Quotation Estimate showing the exact changes to the Work and the cost revision (either increased or decreased as appropriate to the Alteration) will be signed by the Customer and the Contractor.

8.3 The Cost for the Works detailed in this Agreement together with any increases or decreases made to the Work and detailed in writing as described above shall be the Total Cost.

8.4 If the Customer instructs an Alteration to the Works, the date for Completion may be altered accordingly by agreement between the Customer and the Contractor at the time the Alteration instruction is agreed.

9. Insurance

9.1 The Customer must notify the buildings and contents insurers of the Site that the Works are to be done.

9.2 The Contractor must have the appropriate "Contractors All Risks" insurance, Public Liability Insurance; and if applicable Employers Liability insurance.

10. Terminating the Contract

The Quotation Estimate shall hereunder be referred to as the Contract.

10.1 The Customer may terminate the Contract if the Contractor:

10.1.1 fails to carry out the Works in a competent and proper manner; or

10.1.2 is not at the property regularly to carry out the Work; or

10.1.3 fails to meet Health & Safety or Environmental responsibilities and the matter is not resolved within seven (7) days of a written warning notice being issued to the Contractor.

10.2 The Contractor may terminate the Contract if the Customer:

10.2.1 fails to pay an amount due on time, without having good reason; or

10.2.2 fails to allow the Contractor proper access to the Site premises to carry out the Works and the matter is not resolved within seven (7) days of a written warning notice being issued to the Customer.

10.3 If either party becomes insolvent then the Contract will be terminated unless an appointed administrator makes suitable provision for the continuance of the contract.

10.4 In the event that the Contract is terminated by either party, the Contractor is entitled to be paid a fair price for the Works done by him, taking into consideration the cost under Clause 5 and the cost incurred by the Customer in having an alternative contractor to complete the Works.

10.4.1 The Contractor reserves the right to have First option to rectify or make good any work.

10.5 In the event that the Contract is terminated by the Customer after a Deposit has been received by the Contractor, Materials bought and paid for shall remain the property of the Customer. The Customer will remain Liable for the full settlement of costs for outstanding orders that have been placed and cannot be refunded by or will be refunded with costs by the Suppliers. The Contractor will provide Copies of the Receipts and or Invoices for these materials to the Customer.

Awesome Africa Handyman Terms and Conditions (cont...)

11. Disputes

11.1 The parties may start court proceedings to resolve any disputes.

11.2 The parties agree that, any dispute arising from the Contract, may be decided by an Adjudicator, appointed at the request of either party, by an adjudication scheme.

11.3 An Adjudicator can be recommended by the Membership Bodies the Contractor belongs to, or run by one of:

11.2.1 The Royal Institute of Chartered Surveyors (RICS); or

11.2.2 The Royal Institute of British Architects (RIBA); or

11.2.3 The Chartered Institute of Arbitrators

Where agreement can not be made on which scheme to use then 11.2.1 shall be used.

11.4 The Contractor will be responsible for paying the adjudication fees to the selected scheme. Once the Adjudicator has made their decision known, the Customer will pay **50%** of the fees and costs to the Contractor. The decision will be final and binding unless either party commences court proceedings within 28 days of receiving the decision in which case the decision is binding on the parties until the court decides otherwise. The parties shall co-operate fully with the Adjudicator and shall comply with their directions and orders for the purposes of resolving the dispute.

11.5 Only the Customer and Contractor can take action to enforce the terms of the Contract.

11.6 It must be noted that Fees are charged for Adjudication schemes.

12. Law

The Law of England and Wales applies to the contract.

Note: If the contract is accepted on the Customers own premises then the Contractor will allow a seven day cooling off period before the terms and conditions above take effect.