

## Terms and Conditions of Business

### 1. Interpretation

1.1 In these Conditions the following words have the following meanings:

**Contract:** the Customer's acceptance of a quotation for Services by the Supplier under condition 2.2.

**Customer:** the person, firm or company who purchases Services from the Supplier.

**Customer Equipment:** any machinery, tools, equipment or materials provided by the Customer and used in the supply of the Services.

**Supplier's Equipment:** all of the Supplier's machinery, tools, equipment and materials provided by the Supplier or its sub-contractors and used in the supply of the Services.

**Services:** the services to be provided by the Supplier under the Contract as set out in the Supplier's quotation together with any other services which the Supplier provides, or agrees to provide, to the Customer.

**Supplier:** [Battersea Handyman Limited] (04908345) whose registered office is 6-7 Ludgate Square, London, EC4M 7AS].

**VAT:** value added tax chargeable under English law for the time being.

**Writing:** includes faxes but not e-mail.

### 2. Application of Conditions

2.1 These Conditions shall:

- (a) apply to and be incorporated into the Contract; and
- (b) prevail over any inconsistent terms or conditions contained, or referred to, in a confirmation of order, acceptance of a quotation, specification or other document supplied by the Customer, or implied by law, trade custom, practice or course of dealing.

2.2 The Customer's acceptance of a quotation for Services constitutes an offer by the Customer to purchase the Services specified in it on these Conditions. No offer placed by the Customer shall be accepted other than:

- (a) by a written acknowledgement issued and executed by the Supplier;
- (b) (if earlier) by the Supplier starting to provide the Services,

when a contract for the supply and purchase of the Services on these Conditions will be established. The Customer's standard terms and conditions (if any) attached to, enclosed with or referred to in any order or other document shall not govern the Contract.

2.3 Quotations are given by the Supplier on the basis that no Contract shall come into existence except in accordance with condition 2.2. Any quotation is valid for a period of 30 days, provided that the Supplier has not previously withdrawn it. All quotations exclude VAT.

### 3. Obligations

3.1 The Customer shall:

- (a) co-operate with the Supplier in all matters relating to the Services;
- (b) provide the Supplier, its subcontractors and employees, in a timely manner and at no charge, with access to the Customer's premises;
- (c) provide to the Supplier, in a timely manner, such Customer Equipment as the Supplier may require and ensure that it is in good working order and suitable for the purposes for which it is used and conforms to all relevant United Kingdom standards or requirements;
- (d) be responsible (at its own cost) for preparing and maintaining their premises for the supply of the Services;
- (e) inform the Supplier of all health and safety rules/regulations that apply at the Customer's premises; and
- (f) obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services, in all cases before the date on which the Services are to start.

3.2 If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.

3.3 The Customer shall be liable to pay to the Supplier, on demand, all reasonable costs, charges or losses sustained or incurred by the Supplier (including, without limitation, direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Supplier confirming such costs, charges and losses to the Customer.

3.4 The Supplier shall provide Services which:

- (a) conform in all material respects with their description;
- (b) are carried out with reasonable care and skill;
- (c) are fit for any purpose the Supplier says the Services are fit for, or for any purpose for which the Customer uses the Services and about which the Customer has informed the Supplier prior to the Supplier commencing the Service;
- (d) are free from material defects in design, material and workmanship;
- (e) comply with all applicable statutory and regulatory requirements for supplying the Services in the United Kingdom.

3.5 The Supplier shall endeavour to provide a time estimate to the Customer as to when the Services will commence and to keep the Customer updated in this regard. However, the Supplier reserves the right to treat a booking for the provision of Services as honoured (and the Supplier shall not be in

breach of the Contract) if the Supplier's employee or sub-contractor is running within the period of 2 hours early or 2 hours late of the specified booking time. All times given for the commencement and completion of the Services are estimates and time is not of the essence.

3.6 Where the Supplier is not the manufacturer of materials used in the provision of the Services, the Supplier shall endeavour to transfer to the Customer the benefit of any warranty or guarantee given to the Company.

### 4. Charges and payment

4.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the charges as set out in the quotation, which shall specify whether the charges shall be incurred on a time and materials basis, a fixed price basis or a combination of both. Condition 4.3 shall apply if the Supplier provides Services on a time and materials basis. Condition 4.4 shall apply if the Supplier provides Services for a fixed price. The remainder of this condition 4 shall apply in either case.

4.2 In order to secure a booking for the commencement of the Services, a non-refundable deposit of [£200] may be required to be paid by the Customer to the Supplier. If the Services commence, this deposit will be off-set against the final invoice produced by the Supplier. In addition, the Customer may be required to pay an amount in advance to the Supplier equal to the cost of materials and 20% of the quoted labour charges before the commencement of the Services.

4.3 Where Services are provided on a time and materials basis:

- (a) the charges payable for the Services shall be calculated in accordance with the Supplier's standard daily fee rates. Unless otherwise stated, the Supplier's hourly rate shall be £55 (plus VAT). All Customers will pay a minimum of £55 for the Services (whether or not the Services take one hour). If the Services take longer than one hour, the Supplier will charge the Customer in 30 minute increment thereafter;
- (b) the Supplier's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day, worked between 8.00 am and 5.00 pm on weekdays (excluding public holidays);
- (c) the Supplier shall be entitled to charge an overtime rate of 130% of the standard daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in condition a; and
- (d) all charges quoted to the Customer shall be exclusive of VAT and materials (unless specified), which the Supplier shall add to its invoices at the appropriate rate.

4.4 Where Services are provided for a fixed price, the total price for the Services shall be the amount set out in the Supplier's quotation or such other amount as is agreed by the Supplier and the Customer.

4.5 If, as part of the Services, disposal of materials is required, the Supplier reserves the right to hire a skip from a local supplier or dispose of waste at a local refuse centre. Any costs & charges incurred by the Supplier will be invoiced to and be payable by the Customer. Disposal at the local refuse centre will be charged at 1 hours labour rate and the charge levied by the refuse centre. This charge is subject to weight (min £55). In addition, the cost of any specialist equipment, tools or machinery required for the completion of the Services, will be invoiced to and be payable by the Customer.

4.6 Tile prices quoted assume that ceramic tiles will be used (est. size 300x300 on floor, 150X150 on walls). Mosaic/natural stone tiles will cost an extra £20 per square meter. Other designs or sizes may also have an effect on the cost quoted. If sealant is required for natural product tiles any such work will be charged at the Suppliers hourly rate in accordance with condition 4.3 in addition to the Supplier's original quotation.

4.7 In the event that the Supplier's employees or sub-contractors are required to pay to park their vehicles at the Customer's premises during the provisions of the Services, such charges will be invoiced to and payable by the Customer. Parking in Wandsworth Borough Council will be charged at the daily permit rate or the metered amount, whichever is less. Parking outside Wandsworth Borough Council will be charged at the metered rate unless visitor permits are provided by the Customer.

4.8 Subject to Condition 4.10, the total price for the Services (calculated in accordance with this Condition), together with expenses, costs of materials, cost of services reasonably and properly provided by third parties and VAT (where appropriate), shall be payable on production of an invoice following the completion of the Services.

4.9 The Supplier reserves the right to produce interim invoices before the Services are completed for work undertaken, expenses and costs incurred, to that date.

4.10 All invoices should be paid in full, in cleared funds, to the Supplier (without deduction, counter claim or set-off) within 7 days of the date of the Supplier's invoice.

4.11 Expenses, materials and third party services shall be charged to the Customer at cost.

4.12 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the due date, the Supplier may:

## Terms and Conditions of Business

- (a) charge interest on such sum from the due date for payment at the annual rate of [4%] above the base lending rate from time to time of the Bank of England, accruing on a daily basis, whether before or after any judgment and the Customer shall pay the interest immediately on demand. [The Supplier may (if applicable) claim interest under the Late Payment of Commercial Debts (Interest) Act 1998;] COMPANY ONLY
- (b) suspend all Services until payment has been made in full.
- 4.13 Time for payment shall be of the essence of the Contract.
- 4.14 The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.
- 5. Supplier's property**
- All machinery, equipment, tools, drawings and specifications supplied by the Supplier to the Customer (including the Supplier's Equipment) shall, at all times, be and remain as between the Supplier and the Customer the exclusive property of the Supplier.
- 6. Limitation of liability - PLEASE READ CAREFULLY**
- 6.1 This condition 6 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:
- (a) any breach of the Contract;
- (b) any use made by the Customer of the Services or any part of them;
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 6.2 Subject to condition 6.3, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 6.3 Nothing in these Conditions limits or excludes the liability of the Supplier:
- (a) for death or personal injury resulting from negligence;
- (b) for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Supplier; or
- (c) any breach of the obligations implied by s.12 of the Sale of Goods Act 1979 or s.2 of the Supply of Services and Services Act 1982; or
- (d) losses for which it is prohibited by s.7 of the Consumer Protection Act 1987 to limit liability; or
- (e) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.
- 6.4 Subject to conditions 6.2 and 6.3 the Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the price paid for the Services.
- 7. Termination**
- 7.1 Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if
- (a) the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven days after being notified in writing to make such payment; or
- (b) the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach;
- (c) the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
- (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or [or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (being a partnership) has any partner to whom any of the foregoing apply; the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of that other party; an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party; a floating charge holder over the assets of that other party has become entitled to appoint or has appointed an administrative receiver; a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party; a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business]. **DELETE IF INDIVIDUAL**
- 7.2 On termination of the Contract for any reason:
- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
- (b) the Customer shall return all of the Supplier's Equipment. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping; and
- (c) the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.
- 7.3 On termination of the Contract (however arising), clauses 5, 6, 8 and 18 shall survive and continue in full force and effect.
- 8. Force majeure**
- The Supplier shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 9. General**
- 9.1 The Customer acknowledges and agrees that its personal data will be processed by and on behalf of the Company.
- 9.2 The Company may assign the Contract or any part of it to any person, firm or company.
- 9.3 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 9.4 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 9.5 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership/joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party.
- 9.6 The Supplier may, from time to time and without notice, change the Services in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. The Supplier may, from time to time and subject to Customer's prior written consent, which shall not be unreasonably withheld or delayed change the Services, provided that such changes do not materially affect the nature or quality of the Services and, where practicable, it will give the Customer at least 7 days notice of any change.
- 9.7 Subject to condition 9.6, no variation of the Contract or these Conditions shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 9.8 Any notice or other communication required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery to the other party and for the attention of the person specified by the relevant party by notice in writing to the other party. This condition shall not apply to the service of any in any proceedings or other documents in any legal action.
- 9.9 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 9.10 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 9.11 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that

**Terms and Conditions of Business**

arises out of, or in connection with, the Contract or its subject matter or formation (including non-contractual disputes or claims).