



Ultimate Handyman.

Standard Terms and Conditions of Trade

1. WARRANTIES, EXCLUSIONS AND LIABILITY.

- 1.1. Ultimate Handyman will carry out the work in a professional thorough tradesman like manner. Services will be provided with reasonable care and skill.
In the event the workmanship is not of an acceptable standard, we will return and remedy the defects.
When work is complete, the site will be left clean and tidy.
- 1.2. You agree that any appearance or finishing defects will be notified to us within 30 days of work being finalised or the defects becoming apparent and in any event no later than 3 months after completion of all work, and we will inspect and repair or replace the defect.
- 1.3. Our warranty cover for other faults or failure due to our workmanship is 1 year and we shall repair defective workmanship for warranty claims made within that period.
- 1.4. The Warranty for parts and materials supplied to us by other suppliers shall be the same as provided by the manufacturer or supplier of the materials. We shall arrange to replace or repair defective materials within the manufacture warranty period.
- 1.5. Ultimate Handyman shall not be responsible for any claim where materials are fitted, serviced or operated incorrectly by another person; or where products are in any way adapted to a use which they are not intended; or where the materials or property have not been maintained.
- 1.6. We will exercise all care but we will not be responsible for glass broken during the repair and maintenance of windows, doors or conservatories. Any replacement glass required shall be at your cost. Glass may crack or break due to conditions outside our control or due to weakness or defects we cannot identify prior to commencing work.
- 1.7. Excavation, We will exercise all care but we will not be responsible for any damage during excavation work to utilities such as water, electricity, telephone/ fibre or gas lines, unless Ultimate Handyman were notified prior to date of excavation.
- 1.7. We do not unconditionally guarantee work or repairs undertaken for leak or draught problems. We will analyse leaks or draught problems and to the best of our ability make repair or remedial works. You acknowledge that Ultimate Handyman does not warrant that, following completion of the work, the property will meet current Building Code requirements in all respects in relation to weather-tightness.
- 1.9. Our liability in any circumstances to any person is limited to repair or replacement of the work or to the contract price, and only for claims made within the warranty period. We will not be liable for any consequential, indirect or special damage or loss.

2. CONSENTS AND PROPERTY REQUIREMENTS.

- 2.1. If any consents or permits are required before, during or following completion of the work, you shall organise and pay for these and shall provide full details of the same to Ultimate Handyman. We will not be responsible for establishing what the requirements are, nor liable for any work done in breach of any council or other requirements if we have not been given details.
- 2.2. You need to ensure that we have safe access to the property, the work site and you authorise Ultimate Handyman to enter the property and to bring vehicles, equipment and materials on to the property for the purpose of this Contract. We will exercise all reasonable skill and care but accept no liability or responsibility for any damage or loss to the access way, or to any other property or services as a result of entry onto the property.
- 2.3. You warrant that you own the property or **have absolute rights to authorise the work**. You unreservedly indemnify Ultimate Handyman against any claim, damages, loss, cost or harm that may be suffered as a consequence of Ultimate Handyman carrying out the work where you were not so entitled or authorised.

3. PRICE AND PAYMENT.

- 3.1 You are responsible for payment of the total Contract Price. The Contract Price does not include building consents fees, cost of power and services to site and used by us, or replacement glass, broken in the repair of the window or door or utilities damage (see 1.6 & 1.7).

4. VARIATIONS.

- (a). There are different possible types of variations to the Contract Price. No variation to the Price or plans or work may be made without authority signed by both you and Ultimate Handyman, and where necessary a building consent variation has been given.
- (b). Variations may be necessary where Ultimate Handyman has provided provisional cost sums for work that cannot be firmly quoted prior to commencement because the scope of work is uncertain.
- (c). Variations may also be needed where work was priced within the Total Cost but unforeseen circumstances have meant different or extra work is required such as preliminary remedial work or access requirements. Also if material costs increase significantly prior to commencement of the work or during the work to an extent or of a type that could not reasonably have been foreseen by Ultimate Handyman.
- (d). You may also request a variation.
- (e). Ultimate Handyman shall keep you informed of any changes or circumstances likely to lead to a variation.
- (f). If any variation is not agreed to by you either party may cancel the contract in writing. If the contract is cancelled under this clause all costs and expenses incurred or payable whether invoiced or not shall be payable immediately by you and you shall have no further claim against Ultimate Handyman for unfinished work.
- (g). Ultimate Handyman may at its option change the specifications of the materials or work where necessary to correct any minor error or to substitute unavailable parts where such change does not result in a variation of price of more than 5%.

5. PAYMENT.

- (a). Statements are not issued by Ultimate Handyman.
- (b). All amounts payable by you in relation to the Services /Quote shall be payable upon invoice. Where a project duration exceeds 7 days invoices will be issued weekly and payable as a progress or part payment. (Unless prior arrangements have been made with us) If you fail to make the payment that is due and payable, interest (calculated from the due date until the date that payment is made in full) shall accrue and be payable on the overdue amount at the rate of 18% per annum, with such interest compounding daily at such a rate on any unpaid balance, after as well as before any judgment.
- (c). Ultimate Handyman may delay commencement or suspend works where payment of any amount is overdue by more than 14 days.
- (d). All payments due shall be made without any set off or deduction even if you consider you have a claim or dispute against Ultimate Handyman.
- (e). If any payment is overdue by more than 21 days Ultimate Handyman may cancel this contract and retain all payments made with no liability or continuing obligation to you for unfinished work or take any other legal action it thinks fit.
- (f). You shall be liable for all actual costs incurred by Ultimate Handyman in collecting or enforcing any payments including full, actual legal costs.
- (g). If you cancel the contract for any reason prior to completion Ultimate Handyman may retain all payments made, and all payments due for work in progress and materials supplied or ordered on a no return basis shall become immediately due and payable. Ultimate Handyman shall have no liability or continuing obligation to you for unfinished work

6. OWNERSHIP AND INSURANCE.

- 6.1. Ultimate Handyman carries Public and Products Liability Insurance, limit of indemnity \$2,000,000.
- 6.2. You are responsible for insuring the property (if necessary) for the duration of the work. You are responsible for risk to all materials and components that have been delivered to your property from the time they leave the control of Ultimate Handyman or our suppliers.
- 6.3. The ownership in all materials and products used or intended to be used shall not transfer to you until the total Contract Price is paid in full.

7. DISPUTES.

- 7.1. If there is dispute between the parties both use their best endeavours to resolve the dispute informally. If the dispute can not be resolved, the dispute shall be referred to arbitration under the **Constructions Contracts Regulations 2003**. If any dispute is not resolved within 30 days of the first being referred to arbitration either party may elect to cancel the remainder of the contract without prejudice to any undisputed payment due by the outcome of the arbitration.

8. DELAY OR LOSS OUTSIDE OUR CONTROL.

- 8.1. Neither party is liable for any loss or damage incurred by the other arising from any failure to perform the obligations of such party where failure arises from a shortage of or inability to supply labour and materials, failure of subcontractors, strikes, lock-outs, fire, earthquakes, hostilities, covid 19, government interference or any other cause of force majeure beyond the reasonable control of such party.

9. Confidentiality.

In this paragraph, “Damage” means both economic loss, loss of reputation and damage to reputation, work or professional standing and “Personal Information” means any information about or in connection with, a party to this agreement.

- 9.1. Each party to this contract now undertakes for the benefit of the other that he will not divulge to any person whatever or otherwise make use of any Personal Information relating to the other, which he learns as a result of this contract or any circumstance flowing from the contract; post any text, nor image, nor audio-visual material, on any social network or other public place which could be hurtful, embarrassing or damaging to the other party.
- 9.2. The parties agree that any Damage arising directly or indirectly, foreseeable or not from a breach of the above provisions must be compensated.
The Client accepts personal liability for compliance with these provisions by members of his family (and domestic staff).
- 9.3. No matter how this contract ends, this paragraph shall be effective for 10 years from the date of contract completion.

Please Note: Should you have any questions or concerns regarding these terms and conditions, Please don't hesitate to contact us