

## GENERAL TERMS AND CONDITIONS

### DEFINITIONS

"Agreement" means the Proposal for Supply of Services and the General terms and Conditions

"Customer" means you the Customer as set out in the Proposal for Supply of Services

"General Terms and Conditions" means these general terms and conditions

"Parties" means the Customer and the Supplier together

"Proposal for Supply of Services" means a description of the work to be carried out by the Supplier to the Customer

"Supplier" means Neil Brown – Handyman & Renovations (Reg no. 07211000)

"Work" means any work further to the Proposal for Supply of Services

### 1. OFFER

1.1 Any offer made by the Supplier to the Customer constitutes the Proposal for Supply of Services and the General Terms and Conditions.

1.2 The Customer assents to the offer by his signature to the Proposal for Supply of Services and the General Terms and Conditions whereupon the Agreement is concluded. Such Agreement is an estimate only of expenses and shall be subject to an Invoice (as defined below). In any event, the Supplier agrees to act always in good faith and in accordance with article 3.1 below in the event of its becoming aware of any facts or circumstances or both which may lead to a change in the estimate.

1.3 Any offer that has not been accepted by the Customer may be withdrawn at any time by the Supplier upon notification to the Customer in writing.

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### 2. CARRYING OUT OF WORK

- 2.1 The Supplier will provide to the Customer a start date for work which will be confirmed by the Supplier not less than two (2) days before such start date.
- 2.2 The Supplier will provide to the Customer a finish date for work which shall be confirmed not less than two (2) days before such finish date (the "**Finish Date**").
- 2.3 Both dates mentioned at article 2.1 and 2.2 above shall be noted on the Proposal for Supply of Services.
- 2.4 In the event that the Supplier becomes aware that it will not be able to complete the Work (or Further Work as defined below as the case may be) by the Finish Date, it shall inform the Customer. In the event the reason for such non-completion was unforeseeable, the Supplier shall not be held liable for any damages, cost or expense incurred by the Customer as a result of such delay. In any event the Customer shall remain liable to the Supplier for all amounts owed to the Supplier up to and including the Finish Date should no Further Work (as defined below) be undertaken.

### 3. SERVICES, PRODUCTS AND PAYMENT

- 3.1 The Customer accepts that any price quoted in the Proposal for Supply of Services is an estimate only and that the final price may deviate from this. In the event that the Supplier becomes aware of facts or circumstances or both which lead it to believe that the price indicated in the Agreement will in fact be greater than 15% of the price indicated therein and that further work is required properly to complete the work the Parties had in contemplation at the time of acceptance of the Agreement ("**Further Work**"), the Supplier shall advise the Customer timeously thereof and in any event in accordance with Article 2 hereof.
- 3.2 In the event that the Customer is unwilling to negotiate Further Work with the Supplier, the Customer shall notwithstanding remain liable for all payment for all work carried out until that point together with any reasonable expenses incurred by the Supplier thereto.

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3.3 All materials, fittings and fixtures will be sourced from our approved suppliers. Should alternative suppliers be specified by the customer, responsibility for quality, suitability for purpose, durability, colour, style matching and delivery will transfer to the customer. We reserve the right to make additional charges for delivery or collection and installation of non-approved products and materials where necessary

3.4 Upon completion of the work indicated in the Agreement (and any Further Work as the case may be), the Supplier shall submit the final invoice (the "Invoice") to the Customer. In the event the Customer has not paid the Invoice in full within 14 days of receipt, legal interest shall run on the same and the Supplier shall be entitled to recover the same from the Customer.

3.5 In any event, the Customer shall be bound to comply with the payment schedule as set out in the Proposal for the Supply of Services wherein shall be noted any pre-payment or deposits or both as the case may be.

### 4. CUSTOMER'S OBLIGATIONS

4.1 The Customer shall pay the Invoice in full at the latest within one calendar month from receipt thereof.

4.2 The Customer shall be liable for any costs of redecoration (in the event that the Proposal for Supply of Services is not in itself redecoration) further to work effected by virtue of the Agreement.

4.3 The Customer is responsible for ensuring any necessary local authority consents, authorisations or acknowledgements are obtained prior to the commencement of the Work (or Further Work as the case may be).

### 5. SUPPLIER'S OBLIGATIONS

5.1 The Supplier shall act with all reasonable skill and care, to a reasonable standard and in accordance with all relevant laws and codes of practice.

5.2 The Supplier warrants that it has adequate insurance to effect the Work (or any Further Work as the case may be).

5.3 The Supplier shall take all reasonable precautions to protect floor and furniture when effecting the Work (or any Further Work as the case may be).

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### 6. DEFAULT

6.1 Either party may terminate the Agreement by notice to the other party in writing if:

- (i) there is a breach of any terms or conditions of the Agreement that has been brought to the defaulting party's notice and has not been remedied within a period of [DAYS]; or
- (ii) either party becomes insolvent, bankrupt, appoints a receiver or administrator or enters into a trust deed with its creditors.

6.2 In the event of termination, the Customer remains liable for all amounts due to the Supplier.

### 7. NOTICES

All notices and other communications sent under the Agreement shall be given by electronic mail, personal service or by post. If a notice is sent by email, it shall be deemed to have been read on the same day provided no error report has been received; if a notice is sent by personal service, it shall be deemed to have been read on the day on which it was served; if a notice is sent by ordinary mail, it shall be deemed to have been read in the ordinary course of delivery.

### 8. ASSIGNMENT

The Customer shall not assign its rights obligations under this Agreement without the consent of the Supplier in writing.

### 9. GOOD FAITH

The Parties shall at all times act in good faith in the execution of this contract.

### 10. GOVERNING LAW

This Agreement shall be governed by of the jurisdiction where the work is effected.

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I, the Customer, acknowledge and understand these general terms and conditions in relation to

quote reference \_\_\_\_\_, dated \_\_\_\_\_.

[Please write by hand "Read and understood" and sign]

The Customer

The Supplier

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