



1. For the purpose of these Terms and Conditions the following words shall have the following meanings:

(a). "The Company" and "We" shall mean Your Handy Solutions Limited, reg. No 09251817

(b). "The Customer" and "You" shall mean the person or organisation for whom the Company agrees to carry out work and/or supply materials who is responsible for the incurred cost.

(c). We reserve the right to refuse service to anyone for any reason at any time.

(d). "The Operative" shall mean the employee, sub-contractor or representative appointed by the Company.

2. The Customer may request quotations, estimates and other related information from the Company verbally or in writing and/or book our services or at-home visit directly through our Online booking enquiry form. When attending your property, we will survey and collect sufficient information from you for preparing a detailed quotation.

3. The Company will issue a detailed fixed price quotation in writing, valid for two months from the date of issue and will get in touch with the Customer to confirm its acceptance or rejection. Its acceptance is the binding point between the Customer and the Company on these Terms & Conditions which (subject to Clause 8) shall not be cancellable. These Terms & Conditions may not be released, discharged, supplemented, interpreted, varied or modified in any manner except by an instrument in writing, signed by a duly authorised representative of the Company, and by the Customer. Further, these Terms & Conditions shall prevail over any terms and conditions used by the Customer or contained or set out or referred to in any documentation sent by the Customer to the Company. By entering into agreement with the Company the Customer agrees irrevocably to waive the application of any such terms and conditions.

4. The Company may but shall not be under any obligation to provide any estimates to the Customer. When such is requested by the Customer and given, it can turn into a fixed price quotation only after the work request by the Customer had been examined on site in person.

5. Where services are booked using our Online booking enquiry form, we shall e-mail a Work Booking Confirmation within 24 hours. Our Confirmation is "acceptance of offer" and this is the binding point between you - the Customer and the Company on these Terms and Conditions. The date/s will be reserved for carrying out the services you have requested and the Operative will attend the date/s and provide the services agreed. It is Customer's responsibility to ensure that the allocated time is sufficient for carrying out the work, that any materials you agree to provide are suitable for the job and available.

6. Where the Company agrees to carry out works, then works shall be carried out by the Operative/s who shall be selected by the Company.

7. The total cost to the Customer shall consist of:

- The cost of materials supplied by the Company to the Customer
- Fixed delivery charge of £30 for each delivery of such materials unless otherwise agreed
- Parking and/or Congestion Charge zone fees if any
- The amount of time spent by the Operative(s) in carrying out works for the Customer, calculated in accordance with the Company's current rates, posted on the Company's website: <http://www.yourhandysolutions.co.uk/Our-Charges.html>
- Any time that might be required to protect surfaces of the property and cleaning if necessary
- Any charges for rubbish disposal if such agreed



8. When a Written quotation for a fixed price has been provided to the Customer, the completion time shall not be of essence unless otherwise stated. The total cost to the Customer referred to in the quotation may be revised in the following circumstances:

- (a). If after submission of the quotation the Customer instructs the Company (orally or in writing) to carry out additional works not referred in the quote.
- (b). If after submission of the quotation there is an increase in the cost of materials.
- (c). If after submission of the quotation it is discovered that further works need to be carried out which could not have been anticipated when the quotation was prepared.

9. When the date and/or time for works to be carried out is agreed by the Company with the Customer, then the Company shall use its best endeavours to ensure that the Operative/s shall attend on the date and time agreed. The Customer shall be informed as soon as reasonably practicable. However the Company accept no liability in respect of the non-attendance or late attendance on site of the Operative/s, or for the late/non delivery of materials, if such delay is due to any cause whatsoever beyond its reasonable control. The Company shall be entitled to a reasonable extension of the time for performing such obligations.

10. Cancellations. If the Customer wishes to cancel or re-schedule a Confirmed Work Booking, please contact us as soon as possible on 07402 993484 or e-mailing to yourhandysolutions@hotmail.co.uk

- (a). Should you wish to cancel or re-schedule a confirmed booking before commencing earlier than at least the number of days/weeks that the work has been scheduled for - no charges will be levied but the date/s will be released.
- (b). Should you wish to cancel or re-schedule your booking thereafter charges will be added to your account that will reflect the reasonable costs and losses incurred by us, as follows:
 - Between 2 weeks and 1 week before the booked date/s - cancellation charge equivalent to 50% of the total cost of per quote.
 - Within 1 week, no notice or if we cannot gain access to the property - cancellation charge equivalent to 100% of the total cost per quote.
 - £30 fee for a missed appointment or in case of second or following visit regarding one and the same job

11. Payment is due Upon Completion of the works. Accepted methods of payment are cash and bank transfer (when agreed in advance). Any queries on invoices must be made in writing to the Company within 2 days of the date of invoice. Invoices which remain unpaid (whether wholly unpaid or in part) shall incur interest at the rate of the greater of 8% per annum or 4% over our bankers interest rate. The late Payment of Commercial Debts (Interest) Act 1998 applies to invoices.

12. No money due for services rendered can be withheld under any circumstances.

13. The Operative shall be allowed to take photographs and measurements before, during and after completing of the works.

14. The Customer will ensure their availability to check/examine the completed work and agree on its acceptance.

If, after the Company shall have carried out the works and/or supplied the materials, the Customer is not wholly satisfied with the works carried out and/or materials supplied, then the Customer shall give notice in writing to the Company, within 3 days of completion of the works or delivery of materials, and shall afford the Company the opportunity of inspecting such works and/or materials.



Where appropriate the Customer shall afford the Company the opportunity of carrying out any necessary remedial works and/or replacing any defective materials. The Customer accepts that if he/she fails to notify the Company as aforesaid then the Company shall not be liable in respect of any such defects in the works carried out and/or materials supplied.

15. Subject as expressly provided in these Terms & Conditions all conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law, and in particular the Company shall be under no liability to the Customer in respect of any defect arising from the use of materials supplied by the Customer.

Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law, or under the express terms, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Company its employees or otherwise) which arise out of or in connection with the performance of any agreement and except as expressly provided in these Terms & Conditions, the entire liability of the Company under or in connection with the performance of any contract shall not exceed the price of that contract.

16. Title to any goods, supplied by the Company to the Customer shall not pass to the Customer but shall be retained by the Company until payment in full for such goods has been made by the Customer to the Company.

Until such time as title in such goods has passed to the Customer:

(a). The Company shall have absolute authority to retake, sell or otherwise deal with or dispose of all, any or part of such goods in which title remains vested in the Company.

(b). For the purpose specified in (a) above, the Company or any of its agents or authorised representatives shall be entitled at any time and without notice to enter upon any premises in which goods or any part thereof is installed, stored or kept, or is reasonably believed so to be.

(c). The Company shall be entitled to seek a Court Injunction to prevent the Customer from selling, transferring or otherwise disposing of such goods: Notwithstanding the foregoing, risk in such goods shall pass on delivery of the same to the Customer, and until such time as title in such goods has passed to the Customer, the Customer shall insure such goods to their replacement value and the Customer shall forthwith, upon request, provide the Company with a Certificate or other evidence of such insurance.

17. Termination. The agreement shall continue until the mutually agreed services have been provided or until terminated as follows without prejudice:

a. Immediately, when either party commits a serious breach or persistent breaches of the agreement including but not limited to non-performance, negligence of any of the duties as outlined herein and it remains unremedied and unrectified 2 days after such notice.

b. Immediately, when either party commits a breach of the agreement which cannot be remedied.

c. According to point 10 (Cancellations)

18. These Terms and Conditions and all agreements awarded between the Company and the Customer shall be governed and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Law.