

Terms and Conditions

APPLICATION

These terms and conditions (“Conditions”) will apply to the purchase of the services by you (“Customer” or “you”).

We are **The Handy Family Company** at 23 Millfield Close Ashby de la Zouch Leicestershire LE65 2JS with email address enquiries@thehandyfamilycompany.co.uk; telephone number (07917205360); (“Supplier” or “us” or “we”).

These are the terms on which we will provide all Services to you. By ordering any of the Services, you agree to be bound by these Conditions.

INTERPRETATION

“Consumer” means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession.

“Contract” means the legally binding agreement between you and us for the supply of the Services.

“Order” means the Customer's order for the Services from the Supplier as set out in the Customer's order or in the Customer's written acceptance of the Supplier's quotation.

“Services” means the services of the description set out in the Order.

SERVICES

1. The Customer represents and warrants to **The Handy Family Company** that the Customer:

- a. is (i) either the owner of the premises in which Work will take place; (ii) entitled to commission the Services without the consent of a third party/landlord or (iii) is a tenant that has obtained all the necessary consents and/or waivers from the landlord of the premises for the Services/Work to be carried out. **The Handy Family Company** shall not be required to enquire into the due process of the procedures in each instance;
 - b. has and shall maintain the necessary permissions, authorisations, consents or waivers for the Services to be carried out; and
 - c. shall cooperate with **The Handy Family Company** and respond promptly to **The Handy Family Company** request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for **The Handy Family Company** to perform the Services.
2. The Customer shall cooperate with **The Handy Family Company** in all matters relating to the Services and provide such access to the Customer's premises, and such accommodation and other facilities as may be reasonably be requested by **The Handy Family Company**, for the purposes of performing the Services.
3. The Customer shall respond promptly to any **The Handy Family Company** request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for **The Handy Family Company** to perform the Services.

Estimates and Rates

4. Any estimates provided to the Customer are estimates only and cannot be guaranteed. Any Quotation made by or on behalf of **The Handy Family Company** whether in writing and/or orally is only an invitation to an offer and no Quotation shall be binding upon **The Handy Family Company**.
5. Any Quotation given by **The Handy Family Company** to the Customer is valid for 14 days after the date of issue of such Quotation.

6. All Quotations are provisional only and The Handy Family Company reserves the right to vary their Quotations in their sole and absolute discretion.
7. In respect of fixed price Work, the Customer hereby agrees that any additional Work/Services that falls outside the scope first agreed between The Handy Family Company and the Customer ("Additional Work") shall be provided at the Official Rates.
8. Upon acceptance of our Services, all Services (including Additional Work) provided to the Customer are:
 - a. where such Work takes less than 1 hour to complete, subject to a minimum charge of 1 hour, as calculated based on the Official Rates; and
 - b. where such Work takes more than 1 hour to complete, the 2-hour rate is then applied.

Payment of Services

9. Unless otherwise agreed in writing, payment shall be made promptly by the Customer at the point of completion of the Work ("Completion").
10. Unless otherwise agreed, payment can be made by bank transfers or PayPal.
11. The Handy Family Company reserves the right to request a non-refundable deposit payment before commencement of any Services.
12. The Handy Family Company will readily provide invoices for businesses, companies and individuals. However, payment of Services is due within the same timescales stated above.
13. Unless otherwise agreed, if payment is not made on the date of Completion, the Customer shall reimburse The Handy Family Company for all expenses and costs, including but not limited to legal costs and costs for third-party debt recovery services, that had been incurred by The Handy Family Company for the collection of the overdue payments.

Other Representations

14. Other than invoices, any documentation and paperwork shall not be issued to the Customer until full payment for the Services has been made to The Handy Family Company by the Customer.
15. Any building accessories used for the Work, including but not limited to screws, brackets and fixings, belong to The Handy Family Company until full payment for the Services has been made to The Handy Family Company by the Customer. In the event that full payment for the Services is not made to The Handy Family Company, the Customer undertakes that it shall provide The Handy Family Company access to the Customer's premises for the purposes of collecting such building accessories.
16. In respect of new installations, The Handy Family Company shall complete the Work to the reasonable satisfaction of the Customer according to acceptable standards of workmanship in accordance with trade customs and norms.
17. In respect of repair works relating to existing defects, The Handy Family Company shall use its reasonable endeavours to complete the repair, services or such works. Notwithstanding so, The Handy Family Company shall not be obliged to carry out any further works on any concealed or latent defects that becomes apparent after the Services have been performed.

Privacy

18. The Handy Family Company respects your privacy and are committed to protecting it.
19. From time to time, The Handy Family Company may seek the Customer's prior written permission to take photographs of The Handy Family Company Works, which are displayed or transferred over the internet. Copyright in the photographs will be retained by The Handy Family Company subject that no publication, distribution, reproduction, recording, display will be exploited by The Handy Family Company other than in strict conformity with the permission granted by the Customer.
20. The Customer agree that all photographs, video, data, materials and such other information relating to The Handy Family Company (including The Handy Family Company employees, agents and assistants) ("Confidential

Information”) is to be considered confidential and the Customer shall not use the Confidential Information other than for the purposes of its business with **The Handy Family Company**. The Customer shall not disclose, publish or otherwise reveal any of the Confidential Information except with the specific prior written authorisation of **The Handy Family Company**.

Time of Essence

21. As the Customer acknowledges that time is of the essence, additional charges (“Additional Charges”) (including, without limitation, time charges for waiting and/or loading) may be imposed by **The Handy Family Company** on the Customer, if **The Handy Family Company** is prevented from performing its Services/ Work from the time of **The Handy Family Company** arrival at the Work site (“Significant Delays”), by reason of acts and/or omissions in connection with the Customer.
22. The Additional Charges for Significant Delays shall be calculated and paid by the Customer based on the Official Rates.

Cancellations

23. Any cancellations made by the Customer shall be made in writing 24 hours prior to the performance of such Services by sending an email to **The Handy Family Company** at contact@thehandyfamily.co.uk
24. If the Customer does not respond to our confirmation text message and/or email to confirm the appointment of **The Handy Family Company**, **The Handy Family Company** shall be entitled to assume that the Customer has cancelled the appointment and **The Handy Family Company** shall not be held responsible for any lack of performance or whatsoever liability thereof.
25. Where any Customer provides a cancellation notice less than 24 hours in advance, the Customer shall be obliged to pay a cancellation charge to **The Handy Family Company**, on the date that such payment would have been due if not for such cancellation, based on the rates set out below:
26. For the purposes of these terms and conditions, a “cancellation” is deemed to have occurred if the Work/ Services cannot be performed due to the an act or omission outside the control of **The Handy Family Company**, including but not limited to the provision of the wrong address by the Customer, the absence of the Customer at the premises at the time of arrival and the if the Customer is not contactable at the time of the performance of the Services/ Work. In these instances, a cancellation charge based on the rates stated above will still be paid by the Customer to **The Handy Family Company** on the date that such performance should have taken place.

Liabilities, Others

27. The Customer assumes all responsibility for maintaining the safety of the Work site, including accident and occupational disease prevention. It is the Customer’s responsibility and the Customer shall take all necessary measures to ensure the safety of the Work site for the entire duration of the Services provided, including but without limitation to cordon off babies, pets, small animals, livestock and birds from the area of work.
28. **The Handy Family Company** shall not take any responsibility or legal liability whatsoever for any of the things in the clause above for which the Customer has agreed that it alone has responsibility. Should such damage or injury occur, the Customer must notify **The Handy Family Company** within 7 days of the incident.
29. **The Handy Family Company** reserves the right to claim compensation for damages incurred as a result of breach of contract, negligence or incapability on the part of the Customer.
30. **The Handy Family Company** does not provide any advice whatsoever and shall not be held liable for advice that the Customer receives.
31. If **The Handy Family Company** has warned the Customer of a specific risk in the Work, and the Customer still wishes to proceed, **The Handy Family Company** shall not be held liable for the consequences of any such risk and the Customer shall indemnify **The Handy Family Company** for any claims, damages, loss or costs incurred. For example, if we warned in advance that certain types of drilling may crack a tiled wall, we shall not be held liable in the event that any tiles are cracked.

32. The Handy Family Company cannot be held liable for costs claimed by the Customer from (a) non-attendance or late attendance on site of The Handy Family Company, or (b) for late or non-delivery of materials/goods which are faulty or incorrectly supplied.
33. The Handy Family Company will take every measure to make sure premises are left tidy after the delivery of work. However, we do not collect waste, flatpack packaging and rubbish for disposal. The disposal of these items is left to the discretion of the Customer.
34. The Customer is expected, where reasonably possible, to provide running water, lavatory facilities and electrical power for the duration of the work provided.
35. All complains (if any) in respect of The Handy Family Company Work/Services shall be made in writing by the Customer and sent by email to enquiries@thehandyfamily.co.uk. Such complain shall only be made by the Representative (if the Customer consist of a company/business); and the individual who first contacted The Handy Family Company (if the Customer consist of individuals).

General

36. If any part of these Terms is unenforceable (including any provision in which we exclude our liability to you), the enforceability of any other part of these Terms will not be affected.
37. For the purposes of the Contracts (Rights of Third Parties) Act 1999, this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.
38. All matters arising out of or relating to these Terms are governed by and construed in accordance with the laws of England and Wales.
39. Both the Handy Family Company and the Customer agree to submit to the jurisdiction of the courts of England and Wales.