

The Handyman Van Terms of Business

Definitions:

"Booking Date"		Is as detailed in paragraph 2;
"Cancellation Rights"		Is as detailed in paragraph 3;
"The Handyman Van"		Is The Handyman Van franchisee or his employee(s) from whom the Customer obtains an Estimate and/or authorises to carry out the Service(s);
"The Handyman Van Limited"		Is the corporate head office of The Handyman Van network;
"Customer"		Is a private individual or a company;
"Payment"		Is as detailed in paragraph 8;
"Estimate"		Is as detailed in paragraph 1;
"Service(s)"		Is the work including but not limited to electrics, plumbing, plastering/tiling, general building works, gardening, window cleaning.

Unless the context clearly indicates another intention, a reference to any gender includes other genders and the singular includes the plural and vice versa;

The contract to carry out work detailed on an Estimate is between the Customer and The Handyman Van: no term hereof shall be enforceable by a third party (as defined in the Contracts (Rights of Third Parties) Act 1999 (under the provisions of the Act).

1. Estimate

Any Estimate provided by The Handyman Van prior to the provision of the Service is indicative only and subject to revision if the appliance(s) is not as described. The Estimate, or revised Estimate, will be an offer to carry out the Service(s) at the cost stated. The Customer's agreement to proceed with the Service(s) constitutes acceptance of that offer and forms a binding legal contract incorporating these Terms of Business.

2. Booking Date

Shall be the date on which The Handyman Van confirms the arrangements, including the cost, date, time and location for the Service(s) to be provided.

3. Cancellation rights

The Customer shall have the right to cancel this contract and this right may be exercised by delivering, or sending by email to The Handyman Van at any time within fourteen (14) days of the Booking Date. This notice of cancellation will be deemed to have been served as soon as it is posted or, in the case of an email, from the day it has been sent or the next following working day if it is sent at a weekend or bank holiday. An example cancellation is set out in Schedule 1 below.

4. Work starting before end of cancellation period

If you authorise The Handyman Van to commence work within fourteen (14) days of the Booking Date, you still have the right to cancel this contract, but you must pay for the value of the Service(s) that is provided up to the point of cancellation, as above.

If the Service(s) has been completed, in full, within fourteen (14) days of the Booking Date, the right to cancel will be lost and the full payment due must be made to The Handyman Van.

5. Service(s)

The Service(s) will be provided at a location agreed with the customer. The Handyman Van reserves the right to decide, in its sole discretion, upon the suitability of the location and will not be obliged to provide the Service(s) if either the location or the appliance is not safe or suitable. The Handyman Van will not accept any liability for costs or inconvenience incurred by the Customer as a result.

If, for any reason, including but not limited to inclement weather, The Handyman Van is unable to carry out the Service(s) at the time, date or location agreed, The Handyman Van will not accept any liability for costs or inconvenience incurred by the Customer as a result. The Handyman Van will make an offer to provide the Service(s) at the Cost agreed at an alternative time and date convenient to both parties.

The Handyman Van undertakes to carry out the Service(s) at the cost agreed with the Customer, subject to paragraph 1 above. The Customer's authorisation and agreement will be obtained before any further work is carried out that would increase the price agreed. Further work that does not increase the Estimate may be carried out without the requirement for customer authorisation.

6. In case of complaint

In the unlikely event that the Customer has cause to complain about the quality of the Service(s) provided, the Customer must produce a copy of the invoice. It is a condition precedent to the customer being able to claim that such paperwork is produced to The Handyman Van. Statutory rights are not affected. It is incumbent on the Customer to keep the invoice and receipt as proof of work carried out. No claim shall be considered by The Handyman Van or The Handyman Van Limited without the appropriate paperwork.

Any claim made shall be referred to the specialist that provided the Service(s), who has the right to repeat performance: to carry out the Service(s) again. If this is not possible, the right to a price reduction (which is not necessarily the full invoice value) will be considered by The Handyman Van.

If The Handyman Van for any reason cannot carry out the Service(s) again and are unable to reach an agreement for a price reduction, the claim should then be referred to The Handyman Van Limited. Any such claim will then be considered by The Handyman Van Limited, as above, upon the provision of appropriate paperwork (including copy invoice(s) and/or proof of payment (i.e. copy bank statement or evidence of payment by cheque), photographs and all correspondence with The Handyman Van regarding the complaint). The Service(s) may be subject to an inspection by an alternative The Handyman Van specialist or other third party appointed by The Handyman Van Limited before a resolution is agreed, if the complaint is upheld.

Claims will not be considered valid if they relate to the following:

- i. To any pre-existing damage to the general area or outside of the scope of the Service(s);
- ii. Inappropriate aftercare;
- iii. General wear and tear.

Any refund or liability shall be limited to the maximum of the value indicated for the Service(s) on the Invoice.

If the claim remains unresolved, the Customer may refer their complaint to the Ombudsman Services (OS) for their consideration under the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015, at <http://www.ombudsman-services.org/> Neither the Handyman Van or The Handyman Van Limited will be obliged to participate in the ADR process if:

- i. the claim has been settled; or
- ii. the claim does not fall within the rules of the OS procedure; or
- iii. the Customer has not submitted the complaint within six months of receiving a final decision from The Handyman Van Limited regarding the dispute; or
- iv. the claim is vexatious or frivolous.

7. Payment

Unless other arrangements have been agreed before the Service(s) is carried out, payment is due in full upon completion. Payment may be made by cheque, cash, debit or credit card (where available and may be subject to a card processing fee) or any other method agreed with The Handyman Van. We regret we are unable to process payment by American Express.

Any refund must be made by the same means of payment as used to pay for the Service(s).

Schedule 1

EXAMPLE CANCELLATION FORM

- To (Enter the full business name and contact details):
- I/We (*) hereby give notice that I/We (*) cancel my/our contract for the supply of the following service (*)
- Ordered on(*) / received on (*)
- Name of consumer(s)
- Address of consumer(s)
- Signature of consumer(s) (only if this form is notified on paper)
- Date