

Edinburgh Handyman: Terms and Conditions

1. For the purpose of these terms & conditions the following words shall have the following meanings:

(a) "The Company" shall mean Ross Boardman, trading as Edinburgh Handyman.

(b) "The Customer" shall mean the person or organisation for whom the Company agrees to carry out works &/or supply materials.

The Operative or Handyman shall mean the representative appointed by the Company.

2. The Company reserves the right to refuse or decline work at its own discretion. Where the Company agrees to carry out works for the Customer those works shall be undertaken by the designated operative of Company at its absolute discretion.

3. **HOURLY RATE WORK.** The total charge to the Customer shall consist of the cost of materials supplied by the Company, and any miscellaneous charges such as parking, waste disposal fees etc, and the amount of time spent by the operative in carrying out works (including all reasonable time spent in obtaining unstocked materials), charged in accordance with the Company's current hourly rates.

4. **FIXED PRICE WORK** shall be given as a firm cost, including Labour & Materials.

5. Where a written estimate has been supplied to the Customer the total charge to the Customer referred to in the estimate may be revised in the following circumstances:—

(i) if after submission of the estimate the Customer instructs the Company (whether orally or in writing) to carry out additional works not referred to in the estimate.

(ii) if after submission of the estimate there is an increase in the price of materials.

(iii) if after submission of the estimate it is discovered that further works need to be carried out which were not anticipated.

6. The Company shall not be bound by any estimates given orally.

7. **Materials/Parts Collection.**

Collection of non-stock items is chargeable but time will be kept to a minimum & reasonable.

8. Invoices are due for payment immediately upon delivery to the Customer. Any part of that invoice which remains unpaid shall carry interest at the rate of 4% over the base rate until payment in full is received by the Company.

9. Where the date &/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 shall attend on the date & at the time agreed. However, the Company accepts no liability in respect of the non attendance or late attendance on site of the operative/engineer or for the late or non delivery of materials.

10. The Customer shall accept sole liability to discharge the Company's account unless he/she discloses to the Company when initially instructing the Company to carry out work &/or supply materials that he/she is acting on behalf of a third party (including, but not limited to, a Limited Company or partnership) and that the name of the third party appears on any correspondence. We reserve the right to decline or refuse to work when there is a third party involvement.

11. A cancellation charge will apply if the Customer cancels their instructions within 24hrs of any work being carried out or materials supplied.

12. If, after the Company shall have carried out the works, the Customer is not wholly satisfied with the works then the Customer shall give notice in writing within 12 months to the Company & shall afford the Company, and its insurers, the opportunity of both inspecting such works, & carrying out any necessary

remedial works if appropriate. The Customer accepts that if they fail to notify the Company as aforesaid then the Company shall not be liable in respect of any defects in the works carried out.

13. The Guarantee shall be for labour only in respect of faulty workmanship for 12 months from the date of completion with the manufacturers warranty in force. The Guarantee will become null & void if the work/appliance completed/supplied by the Company is:

(a) Subject to misuse or negligence.

(b) Repaired, modified or tampered with by anyone other than a Company operative. The Company will accept no liability for, or guarantee suitability, for materials supplied by the Customer & will accept no liability for any consequential damage or fault.

14. The company will not guarantee any work in respect of blockages in waste & drainage systems etc. The company will not guarantee any work undertaken on instruction from the customer & against the written or verbal advice of the operative/engineer.

Work is guaranteed only in respect of work directly undertaken by the company, and when payment in full has been made.

The company shall not be held liable or responsible for any damage or defect resulting from work not fully guaranteed or where recommended work has not been carried out.

15. Where the Company agrees to carry out works on installations of inferior quality or over ten years old at that date no warranty is given in respect of such works & the Company accepts no liability in respect of the effectiveness of such works or otherwise.

16. 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 & by the Customer. Further, these terms & conditions shall prevail over any terms & 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 a contact with the Company the Customer agrees irrevocably to waive the application of any such terms & conditions.

17. 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 the such goods has passed to the Customer:

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

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

(iii) 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, & until such time as title in such goods has passed to the Customer, the Customer shall insure such goods to their replacement value & the Customer shall forthwith, upon request, provide the Company with a certificate or other evidence of such Insurance.

18. The Company shall not be liable for any delay or for the consequences of any delay in performing any of its obligations 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.

19. The Company shall only be liable for rectifying works completed by the Company & shall not be held responsible for ensuing damage or claims resulting from this or other work overlooked or subsequently requested & not undertaken at that time.

These terms & conditions & all contacts awarded between the Company & Customer shall be governed & construed in accordance with, and shall be subject to the exclusive jurisdiction of Scots law.