

TERMS & CONDITIONS

By instructing The Handyman you accept that you have read and understood the following Terms & Conditions and consent to be bound by their content. For the purpose of these terms 'us' 'we' 'our' shall mean The Handyman, 'you' 'your' 'Client' shall mean the person instructing us to provide our services. 'Handyman' or 'Engineer' shall mean the individual/s carrying out the service on site. Estimates provided to the customer are prices quoted in our estimates are dependent on 'normal' circumstances; if unforeseen issues require additional work customer will be consulted before any additional work takes place.

BASIS OF THE AGREEMENT

The Handyman hereby consents to supply goods and to provide services to the Client and the Client consents to pay the price in accordance with these terms and conditions. The Handyman may employ subcontractors to carry out any part of their obligations under this agreement at their sole discretion and may assign its rights and obligations under this agreement to any other party. The Client may not assign their rights and obligations under this agreement without written consent of The Handyman.

THE CLIENT

The Client warrants that he/she is either the owner of the premises at which the services will take place and is entitled to commission the services without the consent of any third party, or otherwise has the necessary authorization in place for the services to be carried out. By commissioning The Handyman the Client confirms they have obtained any necessary permissions and/or licenses required for the services to be carried out. The Client is expected to provide electrical power, running water and toilet facilities where reasonably possible.

SERVICE HOURS, SCHEDULING & SERVICE POLICIES

Appointments are scheduled based on project length. Not all projects are charged per hour, some projects are charged based on the work. All small projects includes a minimum of two (2) hours charge. Any projects requiring more than 8 hours completing will be scheduled and charged accordingly. Full payment is due upon completion of each scheduled appointment. Appointments extending past 5:00 PM will be billed at the "after hours" rate and resumed as a separate appointment. The scheduled services will be performed during regular business hours. Appointments are scheduled based on Handyman's understanding of the Customer-provided project description. Upon arrival, the service technician will fully assess the project scope and should the scope of work vary greatly from the Customer's provided description, the change of scope will be discussed with the Customer for approval prior to commencing any work. Service appointments are booked on Handyman's schedule with the Customer's specific project in mind. The appropriate service technician, materials, and blocked time are set aside for the Customer's scope of work. If the service technician is unable to perform the scope of work and the appointment is not completed for any reason (which may include but is not limited to insufficient provided materials, material that require a special order or significant change(s) to the scope of work), payment is due for the time completed. Customer must be home at both the start and completion of the appointment to discuss the project scope with Handyman's service technician, allow access to work area, and to approve work upon completion.

PUNCTUALITY / RESCHEDULING & CANCELLATION POLICY

In order to accommodate our Customers with work completed in a timely manner, punctuality is critical. Our service technician will arrive at the Customer's house within an hour time frame. If for any reason service technician is unable to honor the scheduled appointment, Customer will be notified as soon as possible, and the appointment will be rescheduled to the next available time. Providing you cancel or postpone your appointment before 5pm, on or before the previous working day to the scheduled appointment, then no labour charges will apply. If you cancel or postpone after this time, or are not able to grant access to our Handyman (if they attend within the agreed time frames) then an administration charge equivalent to 120 minutes per labour that has shown up to the job site to perform services at the prevailing rate of \$70 per hour will be applied. Fixed price quoted work may carry stricter penalties, detailed in specific terms accepted by the Client, to be considered in conjunction with the relevant terms and conditions detailed in this document. Fixed priced work will be charged at a three (3) hours at the prevailing rate of \$70 per hour, not to exceed for more than two (2) labours. The Handyman may need to postpone a booked appointment due to reasons beyond our control. In these instances we will re-schedule the appointment as soon as conveniently possible for both parties. The Handyman shall not be held liable for any costs claimed by the Client in respect of the nonattendance or late attendance on site of the Handyman, or for the late or non-delivery of materials, or materials/goods which are faulty or incorrectly supplied. When the Client supplied all material, material must be present and correctly order for the Handyman to start work. If material is incorrectly ordered or quantities are incorrect or missing, then an administration charge equivalent to 120 minutes per labour that has shown up to the job site to perform services at the prevailing rate of \$70 per hour will be applied. The Handyman man will not wait around for the Customer to go and purchase the materials. The Handyman will return the next scheduled day to perform the work.

PARTS AND MATERIALS

Supplies and Materials can be provided by the Customer at their own expense; however, Handyman does not warranty any Customer-supplied materials. If the Customer elects to provide material(s), the Customer will be responsible for providing appropriate/accurate materials specific to the job. Handyman does not include the purchase or matching of paint/stain color(s). Therefore, the Customer must provide paint/stain as required for all applicable projects. Should the Customer authorize Handyman to provide the paint/stain, discrepancy in color/shade of the paint/stain is not guaranteed by Handyman and will be solely Customer's responsibility. The Handyman charges labour time (capped at 90 minutes) to collect parts. If our Handyman needs to leave site to collect parts the Client must pay an additional 90 minutes which will be added to the Clients invoice. The cost of the parts will also be paid by the Client and they will be added to the Clients invoice. If the closest available The Handyman supplier would likely take more than 90 minute round trip to collect parts, but the Client still wishes us to collect parts straight away, then additional travel time may apply.

WARRANTIES

Handyman warranty extends to labor only. From the date of project completion, Handyman's new construction workmanship is under warranty for a 12 month period and repairs/modifications to existing workmanship are under warranty for a 30 day period. Our warranty excludes normal workmanship defects defined as natural imperfections visible only by close inspection at a distance of 36" or less and natural curing cracks of caulk, grout, and concrete. Warranties are void of any liability for materials or products supplied by the Customer or Customer's representative. Manufacturer warranties apply to all supplied materials as applicable. There are no other guarantees expressed or implied, and Handyman shall not be liable for actual, special, economic, expectation, and/or consequential damages of any nature and/or kind. Warranty does not cover material that is faulty from the factory and Handyman has no control over material purchased from stores. Supplies and Materials can be provided by the Customer at their own expense; however, Handyman does not warranty any Customer-supplied materials.

PAYMENT FOR SERVICES:

Payment Type – Payment can be made by personal check, money order or cash. We currently do not accept credit or debit cards.

Non-Payment – Returned checks will incur a processing fee of \$65 in addition to the full amount due plus 18% interest to the Customer till it is paid in full.

Availability – Customer or an authorized representative of the Customer must be present at scheduled appointment completion to provide payment and approval of project completion by signing Handyman's Invoice. If neither the Customer nor their authorized representative are going to be present upon completion of the work then a \$50 charge will be applied for the Handyman to return to the Customer's home to pick up the payment. Payment for goods & services provided by The Handyman are due immediately upon completion of each visit. Certificates and documentation cannot be issued to the Client until payment has been received by The Handyman in full for the services provided.

FAILURE TO PAY FOR GOODS AND SERVICES

If a Client fails to make any payment when it falls due, The Handyman reserves the right to; Charge the Client statutory interest rates on the amount unpaid. Charge the Client for all reasonable costs and expenses (including legal costs and costs of any third party debt recovery service) incurred by The Handyman in the collection of any overdue amounts. There is

a minimum standard administration charge of \$50 whenever a Client fails to pay all monies due immediately upon completion of a visit. Refuse to deliver or install any balance of goods or services, or guarantee any hitherto provided goods or services until payment is made in full. Recover materials purchased for, or on behalf of the Client. The Client accepts these materials remain the property of The Handyman until payment of any outstanding amounts have been received. In the event of dispute, the Client consents to allow access to the property to a company representative to retrieve all materials that remain the property of The Handyman. The Handyman is happy to provide invoices for businesses and individuals, however, payment is due within the time-scales stated in these terms and conditions.

LIMITATION OF LIABILITY

The Handyman does not accept liability for any injury to persons, domestic animals, livestock or birds, or any loss or damage to property or goods, unless due to our negligence. The Client must notify The Handyman of this damage, injury or loss in writing within 3 days of the incident. The Handyman shall not be held liable for any indirect or consequential loss, damage, cost or expense of any kind however caused, including without limitation any loss of income or profits. The Handyman does not provide qualified telephone advice and does not accept liability for advice which the Client may claim to have received by telephone. Where a specific risk has been identified by The Handyman and the Client advised, The Handyman shall not be liable for such risk or event and the Client consents to bear such risk. The Handyman will not be liable for any delay to the provision of goods and services due to force majeure or any other event beyond its reasonable control. The Handyman may terminate an agreement with a Client if the Client; becomes bankrupt, commits a material breach of their agreement, refuses to take delivery of goods, refuses to allow The Handyman to provide services at the time and date agreed, defaults in paying the price or any part of it. In the event of a suspension The Handyman can demand to receive payment in advance of any part of the price as a condition of recommencing the work. The Handyman may terminate an agreement at its discretion at any time via notice in writing to the Client. Upon termination of this agreement the Client consents to pay The Handyman all outstanding charges including goods supplied and any cancellation charges payable to The Handyman's suppliers and sub-contractors.

COMPLAINTS PROCEDURE

The Handyman is committed to ensuring Clients are satisfied with their service/s received and we aim to deal with any Client queries as efficiently and amicably as possible. If you have any queries regarding the service you have received please contact us to discuss this. If the appropriate The Handyman representative is unavailable or unable to agree on a resolution The Handyman will escalate the situation to an official written complaint, referring it over to the company administrator who will formally begin proceedings to deal with your grievance in writing. The Client must notify The Handyman of any complaints within 3 days of the incident.

NATURAL STONE & TILE (granite, marble, soap stone, floor tile, backsplash tile, porcelain, ceramic ect)

Because variations in shade are inherent characteristic of all fired clay products and natural stone, any claims of unacceptable variation must be made promptly and prior to installation. Color charts, illustrations and reproductions in catalogs or other publications of seller or any other supplies and samples in the possession of seller are deemed to be exact representations of the shade or color of the product and are offered as approximation only. The customer acknowledge that such variations or charts and seller does not agree to match individual samples.

*****ATTENTION CUSTOMERS*** STONE IS A PRODUCT OF NATURE AND THEREFORE EXTREME VARIATIONS IN COLOR AND VEINING ARE TO BE EXPECTED. WE ENCOURAGE ALL CUSTOMERS TO INSPECT ALL NATURAL STONE PURCHASED PRIOR TO INSTALLATION. WE RECOMMEND YOU CHOOSE YOUR OWN SLAB. ONCE MATERIAL IS CUT, OUR COMPANY AND OUR MANUFACTURERS WILL NOT ACCEPT ANY CLAIMS.**

Seller advises customer that all glazed tile is subject to wear and abrasion upon use. Proper selection, use, and maintenance are the responsibility of the customer. Hairline cracks (crazing) are normal characteristics of some glazed tiles and are not considered a defect. Crazing is fine hair-line cracking which sometimes appears on the glazed surface of a tile caused by tensile stress between the tile body and glaze and may be produced intentionally for decorative effect. In addition, dropped objects may chip glazed surfaces. Product containing a craquelé (crazing) finish must be sealed with a penetrating sealer prior to grouting to prevent staining.

The seller will not accept any returns on tile, granite, cabinets, schluters and special orders. Once the estimate is signed and customer has made their deposit or payment changes to tile, cabinet orders and special orders cannot be modified. All sales are final on full slabs and remnants. Seller shall not be liable for any failure to deliver product where such failure has been occasioned by fire. Embargo, strike or differences with workmen, failure to secure materials from special sources of supply or any circumstances beyond the Seller's control not herein indicated which shall prevent the Seller from making deliveries in the usual course of business. In the event that any one or more deliveries hereunder is suspended or delayed by reason of any one or more of the occurrences aforesaid, any and all deliveries so suspended or delayed shall be made after such disabilities have ceased to exist and nothing herein contained shall be construed as lessening in any event the full amount of merchandise herein purchased and sold, but only as deferring delivery and payment in the events and to the extent herein provided for. The Seller may at any time discontinue the sale or distribution of its products either in whole or in part without notice or liability to anyone. This Contract is to be construed according to the laws of the State in which the seller has its principal place of business. All prices are subject to change without notice. All or any orders remaining unshipped at the time of any price change will be invoiced at prices prevailing at the time of the shipment with the exception of special written price quotations. In the event any provision of these Terms and Conditions is determined to be unenforceable, such provision shall be deemed omitted or modified to the extent necessary to render it enforceable, and the remaining Term and Conditions shall remain in full force and effect.

TILE:

If customer provides their square footage for tile orders the Handyman will not be held liable for over or under ordered tile pieces. (We recommend you let the Handyman come up with the square footage required for your project) All products are subject to availability. Actual wood stains or paint colors may vary from what you see in your computer or samples of product materials. In addition, the natural characteristics of wood lend themselves to color variation, and this is also true when finish is applied. Product information, availability, prices, and/or specifications are subject to change without notice. Customer is responsible to review their quote and order prior to placing their order. Therefore the Handyman will not be responsible for any mistakes with respect to products ordered in error as a result of customer providing inaccurate information or not verifying their quote and order. The purchase price is required to be paid in full at the time of order. Your order will not be released for delivery until it is paid in full and has cleared the banking system without recourse. All Cabinet, tile, glass doors will be paid in full prior to placing the order. The Handyman will not be held responsible on cabinet, tile orders that have arrived incorrectly or different from the description listed on the invoice. The handyman will request that these items be replaced with the correct ones. Handyman will not be penalized for the delay of the company that the cabinets or tile has been ordered from.

*****All Cabinet, tile, glass door purchases will be paid in full prior to placing customer's order.*****