

HOME HANDYMAN SERVICES (B2C)

BACKGROUND:

These Terms and Conditions apply to the provision of handyman services by <<Insert Company Name>> ("the Trader") to customers who require handyman services to ensure that you understand and agree to these Terms and Conditions. Please read them carefully and if you have any questions, please contact us.

These Terms and Conditions apply to the provision of handyman services to the Consumer Rights Act 2015. Whether is a "Consumer" as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the meanings:

"Agreed Times"	the times when You and We agree for Us have to complete the Job [as specified in the Quotation];
"Agreement"	the written agreement into which You and We will enter in writing into which You and We will enter the Quotation. The Agreement will be subject to, these Terms and Conditions and the standard form of Agreement is attached as [ ];
"Business"	any trade, craft or profession carried on by any person or organisation;
"Consumer"	any person who is defined by the Consumer Rights Act 2015 as a consumer in relation to these Terms and Conditions and who receives the services of Us who receives the services for their personal use and for the purposes of any business mainly outside the purposes of any business;
"Deposit"	the sum of money which you may be required to pay Us in advance of the Job; [see Clause 5];
"Final Fee"	the sum of money which you must pay Us which will be the final fee issued in accordance with these Terms and Conditions;
"Handyman Services"	the handyman services We will provide as specified in the Quotation;
"Job"	the performance of the Handyman Services;
"Model Cancellation Form"	the model cancellation form attached as an annex to these Terms and Conditions;
"Order"	the request for Us to provide the Handyman Services set out in Clause 4;

<b>“Products”</b>	the products and materials required for the provision of the Handyman Services which We will supply (if any) as specified in the Agreement;
<b>“Property”</b>	Your home, as detailed in the Order and the Agreement, at which the Job is to take place, including any outbuildings where work is to be carried out;
<b>“Quotation”</b>	the quotation We give to You in accordance with Clause 4 detailing the services We will provide to You and the fees We will charge;
<b>“Quoted Fee”</b>	the fee set out in the Quotation which may vary according to the actual work undertaken as set out in Clause 6 of these Terms and Conditions;
<b>“Start Date”</b>	the date You and We agree on for Us to start providing the Handyman Services as specified in the Agreement;
<b>“Trader”</b>	Us or Our employee/s who will be responsible for providing the Handyman Services;
<b>“Visit”</b>	any occasion, scheduled or otherwise, on which the Trader goes to the Property to provide the Handyman Services;
<b>“We/Us/Our”</b>	the Trader and includes all employees, agents and subcontractors of the Trader; and
<b>“You/Your”</b>	a Consumer who is a customer of the Trader.

- 1.2 Any reference to any medium, including any electronic communication sent by e-mail [or] [text message,] or other electronic communication, shall be deemed to include any similar expression, includes a reference to any communication sent by e-mail [or] [text message,] or other electronic communication.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 1.5 Each reference to a schedule is a reference to a schedule to these Terms and Conditions.
- 1.6 The Terms and Conditions are for convenience only and do not constitute an offer of any kind.
- 1.7 Words in the singular will include the plural and vice versa.
- 1.8 References to any gender will include any other gender.
- 1.9 References to legal entities, unless the context otherwise requires, include corporations, partnerships, sole traders, etc.

## 2. Information

- 2.1 We are a [insert legal type, e.g. sole trader, partnership, LLP, private limited company]
- 2.2 [We are a] [insert trading name if different from company name]

- name>>.]
- 2.3 [We are registered <<insert name>> under number <<Company Registration Number>>.]
- 2.4 [Our registered office is <<insert address>>.]
- 2.5 [Our main trading address is <<insert address>> or if different from registered office <<insert address>>.]
- 2.6 [Our VAT number is <<insert VAT number>>.]
- 2.7 [We are regulated by <<insert regulator(s)>>.]
- 2.8 [We are a member of <<insert association(s) etc.>>.]
- 2.9 [<<Insert further information>>.]
3. **Communication and Complaints**
- 3.1 If You wish to contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>>.
- 3.2 In certain circumstances, You may contact Us in writing (as stated in various Clauses throughout the Agreement). When contacting Us in writing You may use:
- 3.2.1 contact Us by <<insert email address>>; or
- 3.2.2 contact Us by <<insert name>>, <<insert address>>.
4. **Orders**
- 4.1 We accept orders via <<insert methods e.g. telephone, online etc.>>.
- 4.2 When placing an Order, the following information is required. Details of the Property, number and type of jobs required. [We will provide a Quotation form containing prompts for all the required information set out in the Agreement.]
- 4.3 Once the Order is completed, We will prepare a Quotation and send it to You by <<insert method>> (e.g. post). The Quotation will set out the details of the Order (see Clauses 5 and 6).
- 4.4 If We decide that We will accept the Order and provide a Quotation, We will inform you of this.
- 4.5 Before You accept the Quotation, You may make changes to the Order and request changes to the Quotation. We will amend the Quotation to incorporate any or all amendments made.
- 4.6 You may accept a Quotation by signing and dating it, or by <<insert method>> (e.g. 21 calendar days from the date of issue of the Quotation or, where applicable, a revised Quotation, by <<insert method>>). You must return it to Us within <<insert period>> of the issue of the Quotation or, where applicable, a revised Quotation.
- 4.7 If You wish to make changes to the Order after accepting the Quotation, please contact Us <<insert method>> to let us know whether or not the change/s can be made.

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You of any changes to the fees payable as a revised Quotation where We decide that We can that You requested. You may then accept that

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Us the accepted Quotation or, where applicable, you have paid the Deposit, We will complete any accordance with the accepted Quotation, attach a Quoted Quotation to the Agreement, sign and date to You. If You then sign and date the Agreement have paid the Deposit, a legally binding contract e at that time come into effect requiring Us to es and for You to pay for them.

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ance of an Order or Quotation or any revised r Us shall not have any legally binding effect on Agreement is signed and dated by both You and posit.

## 5. Deposit

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Quotation or not more than <<insert period e.g. 7 depending on the nature of the work and any in advance, We may require You to pay Us a <<insert sum e.g. 25% of the Quoted Fee>>. We for You to sign until the Deposit is paid in full.

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n Services, We may retain some or all of the 13, 14 and 15.

## 6. Fees and Payment

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ossible use only the Products (and quantities of ation and the Agreement; however, if additional l adjust the Final Fee to reflect this. We will keep y minimum, will keep You informed at all times, our [written] agreement.

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ervices that We need to procure increase during eptance of the Quotation and the Start Date, We e and of any difference in the Final Fee. If You do se, You may cancel the Agreement by giving Us a full refund of all sums paid including, where

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l Fee are inclusive of any VAT chargeable. If the es, We will adjust the amount of VAT that You

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Job has been completed.

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ods of payment:

- 6.7.1 <<insert met>>;
- 6.7.2 <<insert met>>
- 6.7.3 <<insert met>>
- 6.7.4 <<insert othe>>.
- 6.8 If You do not pay a, We may charge You interest on the overdue sum at percentage>>% above the base rate of <<insert name o>> me until payment is made in full. Interest will accrue e due date until the actual date of payment, whether b
- 6.9 If You have prompt e an invoice in good faith, We will not charge interest ngoing.

## 7. Handyman Services

- 7.1 We will provide the accordance with the specification set out in the accep Agreement (as may be amended by agreement in wri s from time to time).
- 7.2 [We may provide plans or similar documents in advance of the Job. ended for illustrative purposes only and is not intende specification of the Job nor to guarantee specific r
- 7.3 We will use reasona e that the Products We use match those chosen by Yo throughout the Property (or relevant parts of the Propert variations to the same Products as a result of differenc s, catalogues and other materials, and the Products th of minor technical changes which will not impact You question. If different Products are required due to no ot supply them without consulting with You first, in a You do not wish to accept the alternative Products agreement and receive a full refund of all sums paid incl the Deposit.
- 7.4 The responsibility as the "risk") for the Products remains with Us un dered to You at which point it will pass to You. You w e We have received payment in full for them.
- 7.5 We will ensure tha es are performed with reasonable care and skill and to which is consistent with best trade practice.
- 7.6 We will ensure that ant codes of practice.
- 7.7 We will ensure that suffer damage as a result of Our provision of the Ha ll at Our expense make good any damage that occurs e to You as soon as is reasonably possible. [We may reasonable steps to protect the Property including, ust sheets and removing valuable and/or delicate item k is to be carried out. We will not be liable for any dar result of Your failure to follow such instructions.]
- 7.8 We will properly di results from Our provision of the

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Handyman Services, i.e. they have taken reasonable care and skill, You are entitled to ask Us to redo the Job, or to get a price reduction if this is not possible.

7.9 When the Job is completed, more than one working day, We will, where reasonable, leave the Property in a clean and tidy state and minimise any disruption to the enjoyment of the Property while work is being carried out. We will, where possible store all tools and materials only in areas agreed with You, or carried out or remove them from the Property at the end of the Job.

## 8. Faulty Products

8.1 If any Product develops a defect in the course of Us providing the Handyman Services, or if the Product has a defect with one or more of those Products or if the Product has been incorrectly described, You should inform Us as soon as possible. We will then follow the procedure set out above in Clause 3.

8.2 Within 30 days after completion of the Job, You are entitled, at Your option, to keep the Product(s) at a reduced price, or to return the Product(s) for a refund.

8.3 After 30 days, and for the first six months after completion of the Job, we will, where reasonable, repair, repair or replace any defective Products or, if a repair is not practicable or possible, or if a repair or replacement is not possible, You are entitled to a full refund. Alternatively, You may be entitled to a partial refund at a reduced price. This right may not apply if the defect has been caused deliberately or negligently by You, or if the defect has been caused by a failure to follow instructions given by Us or as a result of misuse of the Product.

8.4 After six months after completion of the Job, if any Product develops a defect, and if the Product in question was faulty at the time We supplied it to You, and You took ownership of it. You may be entitled to a partial refund for up to six years depending on the age of the Product and how long it can reasonably be expected to last.

## 9. Problems with the Handyman Services

9.1 If the Handyman Services do not meet Your expectations, as a result of the Handyman Services, i.e. they have not been provided with reasonable care and skill, You are entitled to ask Us to redo the Job, or to get a price reduction if this is not possible.

9.2 We will make every effort to ensure that Our provision of the Handyman Services is free-free. If, however, there is a problem with the Handyman Services, we will make every effort to ensure that You inform Us as soon as is reasonably possible, and that we make every effort to remedy problems with the Handyman Services as is reasonably possible and practical.

9.3 We will make every effort to remedy problems under this Clause 9 where the problem is caused by Us [or where nobody is at fault]. If We have made every effort to remedy the problem, but the problem has been caused by incorrect or incomplete information provided or taken by You, We may charge You for the cost of the problem.

9.4 As a condition of the purchase of the Handyman Services, You will retain legal rights with respect to the purchase of the Handyman Services. For details of Your legal rights and guidance on how to exercise them, please see the details of Your legal rights and guidance on how to exercise them.

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- and p <<insert location(s)>>.
- 11.3 If You contact Us about any aspect of Your dealings with Us, please provide the following information:
- 11.3.1 You shall provide to <<insert name and/or position and/or address>>;]
- 11.3.2 You shall provide to <<insert name and/or position and/or email address>>;]
- 11.3.3 You shall complete the attached form, following the instructions included with the form.
- 11.3.4 You shall provide a telephone number on <<insert telephone number>> [and fax number>> when prompted.]]
12. **Changing the Start Date**
- 12.1 If You wish to change the Start Date:
- 12.1.1 You shall, as soon as reasonably possible, agree a revised Start Date with Us.
- 12.1.2 We shall, as soon as reasonably possible, agree a revised Start Date either You or We may request (see Clause 15).
- 12.2 If We wish to change the Start Date, You may either:
- 12.2.1 You shall agree a revised Start Date with Us; or
- 12.2.2 We shall, as soon as reasonably possible, agree a revised Start Date (see Clause 15).
13. **Cancellation of the Contract - Cooling Off Period**
- 13.1 Where the Products are made "on Our premises", You have a statutory right to cancel the Contract. This period begins once the contract between You and Us is formed. The cooling off period is:
- 13.1.1 If the Products are delivered to You, at the end of 14 calendar days after the Products are delivered. If the Products are delivered to You by instalments, the 14-calendar day period begins on the day the first instalment is delivered; and
- 13.1.2 If the Products are delivered to You by Dyman Services, at the end of 14 calendar days after the contract is formed.
- 13.2 If You wish to exercise the right to cancel within the cooling off period, You should provide a clear statement (e.g. a letter sent by post or email to the email address specified in these Terms and Conditions) or complete the Model Cancellation Form, but You do not have to provide any reason for cancelling.
- 13.3 To exercise the right to cancel before the deadline, it is sufficient for You to send Your statement of intention to exercise the right to cancel before the deadline.
- 13.4 If You exercise the right to cancel, You will receive a full refund of any amount paid by You under the contract (including, but not limited to, the Deposit).



- 13.5 We will refund money to You by the same method used to make the payment, unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of the refund.
- 13.6 We will process the refund without undue delay and, in any case, within a period of 14 calendar days after the day on which We are notified of the cancellation.
- 13.7 If You exercise the right of withdrawal in respect of the Products:
- 13.7.1 We will issue the refund within the <<insert normal refund period>> and in any event no later than 14 calendar days after We receive the relevant notification. We will not refund delivery charges if You send the Products to Us.
- 13.7.2 You must return the Products to Us within 14 calendar days of the day on which You are notified of the refund to cancel and return them;
- 13.7.3 We may make a deduction from the refund for loss in value of any Products supplied to You as a result of unnecessary handling by You;
- 13.7.4 Please also note that the Products may become inseparably mixed with other goods.
- 13.8 If the Start Date falls within the 14-calendar day cooling off period, You must make an express request for provision of the Handyman Services to begin within the 14-calendar day cooling off period. The request forms a normal part of the ordering process. If You do not make such a request, You acknowledge and agree to the following:
- 13.8.1 If the Job is completed within the 14-calendar day cooling off period, You will lose the Deposit; the 14-calendar day cooling off period, if the Job is completed;
- 13.8.2 If You cancel the Job after the provision of the Handyman Services has begun, You must pay for the Handyman Services and the Deposit. We will refund the Deposit to Us supplied up until the point at which You inform Us of Your wish to cancel;
- 13.8.3 The amount of the refund will be in proportion to the full price of the Handyman Services already provided. Any Deposit already paid for the Handyman Services will be added to the refund, less deductions calculated on this basis;
- 13.8.4 We will process the refund within the <<insert normal refund period>> and in any event no later than 14 calendar days after You inform Us of Your wish to cancel.
- 13.9 Clause 14 applies to the refund after the 14-calendar day cooling off period has expired.
- 14. Cancellation Outside of the Cooling Off Period**
- 14.1 In addition to Your right of withdrawal, You may terminate the Agreement (the Job) at any time before the Start Date (if relevant):
- 14.1.1 If You cancel the Job after the 14-calendar day cooling off period has expired (or if the 14-calendar day cooling off period has not yet expired but more than <<e.g. 7 calendar days>> before the Start Date), We will refund the Deposit, if applicable,

- paid as soon as is reasonably possible, and in any event within 14 calendar days of cancellation.
- 14.1. If You cancel the Agreement after the 14 calendar day cooling off period has expired (if applicable) and less than <<e.g. 7 calendar days>> after the Start Date, We will retain from the Deposit, if any, an amount to cover any net financial loss that We suffer due to the cancellation. We will refund the balance of the Deposit to You as soon as is reasonably possible, and in any event within 14 calendar days of cancellation. If Our net financial loss is more than the amount retained (if no Deposit has been paid), We will invoice You for the balance. You will be required to make payment in full within 14 calendar days of invoice.
- 14.2 We reserve the right to terminate the Agreement before the Start Date due to the unavailability of personnel or materials, or due to the occurrence of an event outside of Your reasonable control. If such cancellation is necessary, We will refund the Deposit as is reasonably possible. We will refund the Deposit and any other sums paid as soon as is reasonably possible, and in any event within 14 calendar days of termination.
15. **Termination**
- 15.1 You may terminate the Agreement with immediate effect at any time by giving Us written notice.
- 15.1.1 We reserve the right to terminate the Agreement in any material way and have failed to provide the Handyman Services within <<insert period>> of You asking Us in writing.
- 15.1.2 We reserve the right to terminate the Agreement if You are or have an administrator or receiver appointed over You.
- 15.1.3 We reserve the right to terminate the Agreement if You have been unable to agree a revised Start Date or You have failed to agree the terms of the Agreement under Clause 12;
- 15.1.4 We reserve the right to terminate the Agreement if You fail to provide the Handyman Services due to an event outside of Our control (see Clause 17).
- 15.2 We reserve the right to terminate the Agreement with immediate effect by giving You written notice.
- 15.2.1 We reserve the right to terminate the Agreement if You fail to make payment on time as required under Clause 6 (this includes late payment) or if We have the right to charge interest on overdue sums under Clause 6.
- 15.2.2 We reserve the right to terminate the Agreement in any material way and have failed to provide the Handyman Services within <<insert period>> of Us asking You in writing.
- 15.2.3 We reserve the right to terminate the Agreement if You have been unable to agree a revised Start Date under Clause 12.
- 15.2.4 We reserve the right to terminate the Agreement if You have been unable to provide access to the Property and We have been unable to re-arrange the Handyman Services under Clause 17.
- 15.2.5 We reserve the right to terminate the Agreement if You fail to provide the Handyman Services for more than 14 calendar days due to an event outside of Our control (see Clause 17).

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15.3 For the purposes of this Clause, a breach of the Agreement will be considered 'material' if it is not trivial in its consequences to the terminating Party. If a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

reach of the Agreement will be considered 'material' if it is not trivial in its consequences to the terminating Party. If a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

15.4 If at the termination of the Agreement:

15.4.1 You have made a Deposit, which has not yet been provided to You, We will, upon termination, reasonably provide to You (or charge You) the amount of the Deposit as a result of the termination of the sub-Clauses of this Clause.

(including, but not limited to, the Deposit, which has not yet been provided to You, We will, upon termination, reasonably provide to You (or charge You) the amount of the Deposit as a result of the termination of the sub-Clauses of this Clause.

15.4.2 We have provided to You any refund due to You or, if no refund is due to You, We will be required to refund to You the amount of the refund due to You in accordance with Clause 6.

es that You have not yet paid for, We will, upon termination, reasonably provide to You (or charge You) the amount of the Deposit as a result of the termination of the sub-Clauses of this Clause.

## 16. Effects of Termination

16.1 If the Agreement is terminated:

on:

16.1.1 Any Clauses of the Agreement which, by or by their nature, relate to the period after the termination of the Agreement will remain in full force and effect.

y or by their nature, relate to the period after the termination of the Agreement will remain in full force and effect.

16.1.2 Termination of the Agreement will not affect any right to damages or other remedy which You may have in respect of any breach of the Agreement occurring prior to the date of termination.

ce any right to damages or other remedy which You may have in respect of any breach of the Agreement occurring prior to the date of termination.

## 17. Events Outside of Our Control

17.1 We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions if the failure or delay results from any cause that is beyond Our reasonable control ("Force Majeure"). Such Force Majeure causes include, but not limited to: power failure, internet service provider failure, strike, riot, civil unrest, industrial action by third parties, fire, flood, storms, earthquakes, war (declared, threatened or actual), acts of war (declared, threatened or actual), epidemic, pandemic, or other natural disaster or dissimilar event that is beyond Our reasonable control.

lay in performing Our obligations under these Terms and Conditions if the failure or delay results from any cause that is beyond Our reasonable control ("Force Majeure"). Such Force Majeure causes include, but not limited to: power failure, internet service provider failure, strike, riot, civil unrest, industrial action by third parties, fire, flood, storms, earthquakes, war (declared, threatened or actual), acts of war (declared, threatened or actual), epidemic, pandemic, or other natural disaster or dissimilar event that is beyond Our reasonable control.

17.2 If any Force Majeure event occurs that is likely to adversely affect Our performance of Our obligations under these Terms and Conditions:

this Clause 17 occurs that is likely to adversely affect Our performance of Our obligations under these Terms and Conditions:

17.2.1 We will inform You of the event as soon as reasonably possible;

sonably possible;

17.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We have set for the performance of Our obligations will be extended accordingly;

it will be suspended and any time limits that We have set for the performance of Our obligations will be extended accordingly;

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- 17.2. When the event outside of Our control is over and new dates, times or availability of Handyman ;
- 17.2. terminate the Agreement (see Clause 15).
18. **Liability**
- 18.1 We v any foreseeable loss or damage that You may suffer as a result of these Terms and Conditions or as a result of Our negligence or if it is contemplated by You and Us w entered into. We will not be responsible for any loss c eseeable.
- 18.2 We and valid insurance including public liability insur
- 18.3 We p ces for domestic and private purposes only. We make entation that the Handyman Services are fit for comm istrial purposes of any kind. We will not be liable to Yo loss of business, interruption to business or for any k ity.
- 18.4 If We he Property or anything in it, We will make good that c cost to You. We are not responsible for any pre-existi or to Your Property that We may discover while provi ices.
- 18.5 [Our or damage caused as a result of Our negligence or bre of Conditions or the Agreement by Us is limited to £<<in
- 18.6 We a s or damage You suffer which results from Your failur e instructions given by Us.
- 18.7 Noth Conditions is intended to or will limit or exclude Our l onal injury caused by Our negligence or for fraud or fra n.
- 18.8 Noth Conditions is intended to or will limit Your legal rights any consumer protection legislation. For more detail ase refer to Your local Citizens Advice Bureau or Trad
19. **How We Use Your Data (Data Protection)**
- We will only as set out in Our <<insert document name, e.g. Privacy Noti sert location(s)>>.
20. **Other Important**
- 20.1 We n ange these Terms and Conditions without giving You r our reasonable endeavours to inform You as soon as is ny such changes.
- 20.2 We n obligations and rights under the Agreement to a

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third party (this may occur, We will inform You and the third party who will be affected and Our Agreement will be transferred to the third party who will be affected).

if We sell Our business). If this occurs, Your rights under the Agreement will not be affected and Our Agreement will be transferred to the third party who will be affected.

20.3 You may not transfer Your obligations and rights under the Agreement without Our permission (such permission not to be unreasonably withheld).

obligations and rights under the Agreement without Our permission (such permission not to be unreasonably withheld).

20.4 The Agreement is binding on You and no person or third party shall be entitled to enforce any provision of the Agreement.

is not intended to benefit any other person or third party and no person or party will be entitled to enforce any provision of the Agreement.

20.5 If any provision of the Agreement is held by any competent authority to be unenforceable in whole or in part, the validity of the other provisions of the Agreement or these Terms and Conditions and the enforceability of any provision in question will not be affected.

These Terms and Conditions is held by any competent authority to be unenforceable in whole or in part, the validity of the other provisions of the Agreement or these Terms and Conditions and the enforceability of any provision in question will not be affected.

20.6 No failure or delay in exercising any rights under the Agreement shall mean that We or You have waived any rights under the Agreement, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breaches of any provision of the Agreement.

exercising any rights under the Agreement shall mean that We or You have waived any rights under the Agreement, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breaches of any provision of the Agreement.

## 21. Regulations and Information

21.1 We are required by certain regulations to ensure that certain information is given or made available to You before We make Our contract with You (i.e. before the Quotation, and the Agreement has been signed by You). This information is already apparent from the context of the Agreement or the Quotation, and we have included the information itself either in the Agreement or the Quotation, and we will make it available to You before You sign the Agreement. All of that information will be part of the terms of Our contract with You.

certain regulations to ensure that certain information is given or made available to You before We make Our contract with You (i.e. before the Quotation, and the Agreement has been signed by You). This information is already apparent from the context of the Agreement or the Quotation, and we have included the information itself either in the Agreement or the Quotation, and we will make it available to You before You sign the Agreement. All of that information will be part of the terms of Our contract with You.

21.2 As required by the Regulations, we will provide You with the following information:

21.2.1 all of the information required by Clause 21.1; and

all of the information required by Clause 21.1; and

21.2.2 any other information which we are required to provide to You about the Handyman Services, or which you take into account when deciding whether to accept the Quotation and sign the Agreement, or when making any decision about the Handyman Services,

any other information which we are required to provide to You about the Handyman Services, or which you take into account when deciding whether to accept the Quotation and sign the Agreement, or when making any decision about the Handyman Services,

which will be a part of the terms of Our contract with You as a Consumer.

which will be a part of the terms of Our contract with You as a Consumer.

## 22. Law and Jurisdiction

22.1 These Terms and Conditions, and the relationship between You and Us (whether or not You are a Consumer) shall be governed by and construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].

These Terms and Conditions, and the relationship between You and Us (whether or not You are a Consumer) shall be governed by and construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].

22.2 As a Consumer, You agree that the mandatory provisions of the law in Your country of residence shall apply, and that Clause 22.1 above takes away or reduces Your rights under those provisions.

As a Consumer, You agree that the mandatory provisions of the law in Your country of residence shall apply, and that Clause 22.1 above takes away or reduces Your rights under those provisions.

22.3

Any proceedings or claim between You and Us relating to the Agreement, the Agreement, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by the applicable law.

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THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_

**BETWEEN:**

- (1) <<Name of Trader>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] **OR** [of <<insert Address>> ("the Trader")]
- (2) <<Name of Customer>> of <<insert Address>> ("the Customer")

**BACKGROUND:**

- (1) The Trader provides handyman services to other customers and has reasonable skill, knowledge and experience to provide such services.
- (2) The Customer wishes to engage the Trader to provide the services specified below ("the Handyman Services")
- (3) The Trader agrees to provide the Handyman Services to the Customer, subject to the attached Terms and Conditions of Sale ("the Terms and Conditions of Sale").

**IT IS AGREED** as follows:

**1. The Agreement**

- 1.1 This Agreement incorporates the Terms and Conditions.
- 1.2 In this Agreement, the words and expressions have the same meaning as they have in the Terms and Conditions.
- 1.3 A legally binding contract will be created when You and We sign this Agreement.
- 1.4 We confirm and You acknowledge that We have given or made available to You the following information, where such information is already available to You:
- 1.4.1 The main charges for the Handyman Services;
- 1.4.2 Our identity and contact details;
- 1.4.3 The total price for the Handyman Services including taxes or, if applicable, the Price can be calculated in advance, the manner in which it will be calculated;
- 1.4.4 The arrangement for the performance and the time by which (or within which) the Handyman Services will be provided;
- 1.4.5 Our complaint handling procedure.

- 1.4.6 agreement, where applicable, or if this Agreement  
duration or is to be extended automatically, the  
ing it.
- 1.5 As r...mer Contracts (Information, Cancellation and  
Addit...ns 2013:
- 1.5.1...described in Clause 1.4; and
- 1.5.2...which We give to You about the Handyman  
which You take into account when entering into  
when making any other decision about the
- will b...r contract with You as a Consumer.
2. **The Handyman**
- 2.1 We w
- 2.1.1...handyman Services on the Start Date of <<insert
- 2.1.2...b by <<insert date>>;
- 2.1.3...n Services during the Agreed Times of <<insert  
times as You and We may agree in writing;
- 2.1.4...n Services at the Property located at <<insert
- 2.1.5...n Services in accordance with the specification  
.2
- 2.2 The...handyman Services is [as follows: <<insert full  
provided>>] **OR** [attached].
- 2.3 The...y are [as follows: <<insert full description of  
R [listed in the attached specification].
- 2.4 You a...ting to vary the specification from time to time.
3. **Fees and Pa**
- 3.1 You...of £<<insert sum>> for the Handyman Services  
(subj...t in the Terms and Conditions). This sum may be  
broke
- 3.1.1...of all sums payable>>; [and
- 3.1.2...<<insert amount>>.
- 3.2 <<Ins...ms due (if any) as detailed in the Quotation>>
4. **Waiver of C**
- 4.1 By s...You request Us to commence provision of the  
Hand...ately and not to wait for the 14-calendar day  
cooling...in Clause 13 of the Terms and Conditions to  
expir



4.2 You acknowledge that You will pay Us for the Handyman Services unless You inform Us of Your cancellation in Clause 13 of the Terms and Conditions.

4.3 You acknowledge that You will pay Us for the Handyman Services if the Handyman Services are fully performed.

right to cancel You will be liable to pay Us for the Handyman Services up until the point at which You inform Us of Your cancellation in Clause 13 of the Terms and Conditions.

right to cancel if the Handyman Services are not fully performed within a calendar day cooling off period.

SIGNED for and on behalf of the Trade Representative:  
<<Name and Title of person signing>>

\_\_\_\_\_  
Authorised Signature

Date: \_\_\_\_\_

SIGNED by the Customer:  
<<Name of Customer>>

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

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SCHEDULE 2

CANCELLATION FORM

To: <<trader to insert geographical address and, where available, email address>>

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) cancel my/our (delete as appropriate) handyman services dated << >>.

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s)

Date: