DATED

(1) << Insert name of Service Provider>>

(2) << Insert name of Landlord>>

SERVICE CONTRACT BETWEEN LANDLORD AND HANDYMAN

THIS AGREEMENT is made the day of

BETWEEN:

- <<Name of Service Provider>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] OR [of] <<insert Address>> ("the Service Provider") and
- (2) <<Name of Landlord>> [a company registered in <<Country of Registration>> under number <<Company Registration Number>> whose registered office is at] OR [of] <<insert Address>> ("the Landlord")

WHEREAS:

- (1) The Service Provider provides handyman services to property owners and occupiers. The Service Provider has reasonable skill, knowledge and experience in that field.
- (2) The Landlord from time to time requires handyman services to be provided at the Properties (as defined below).
- (3) The Landlord and the Service Provider agree that the terms and conditions of this Agreement shall apply where the Service Provider provides services to the Landlord.

IT IS AGREED as follows:

1. **Definitions and Interpretation**

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

"Acceptance Form"	means the acceptance form attached to a Quotation;
"Business Day"	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in < <insert location="">>;</insert>
"Commencement Date"	means the date on which provision of the Services shall commence, as set out in sub-Clause 11.1;
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
"Fees"	means the Service Provider's charges for labour and the cost of any Products;
"Job"	means the complete rendering of the Services specified in the Acceptance Form;

"Order Form"

"Products"

"Properties"

"Quotation"

"Quoted Fee"

"Services"

"Term"

- 1.2 Unless the context otherwise
 - 1.2.1 "writing", and any c communication effe similar means;
 - 1.2.2 a statute or a provis provision as amende
 - 1.2.3 "this Agreement" is Schedules as amend
 - 1.2.4 a Schedule is a sche
 - 1.2.5 a Clause or paragra (other than the Sche
 - 1.2.6 a "Party" or the "Part
- 1.3 The headings used in this A no effect upon the interpreta
- 1.4 Words imparting the singula
- 1.5 References to any gender s
- 1.6 References to persons shall

2. Quotations and Orders

- 2.1 If at any time during the Ten provision of Services from the Order Form.
- 2.2 The Order Form shall be methods e.g. email, post, te
- 2.3 The Service Provider shall a an Order Form advise th



by the Service Provider f the Services;

ned by the Landlord and rued accordingly;

ovision of Services in the le 3;

iding the cost of labour the Quotation;

he services offered by the ut in Schedule 1; and

Agreement as set out in

e in this Agreement to:

udes a reference to any acsimile transmission or

ference to that statute or evant time;

eement and each of the ne relevant time;

and

Clause of this Agreement the relevant Schedule.

this Agreement.

ience only and shall have

e plural and vice versa. der.

obtain a quotation for the andlord shall complete an

ice Provider by <<insert

ssible following receipt of methods e.g. email or











telephone>> whether or no that occasion. [The Servic accommodate any reques Services.]

- 2.4 If the Service Provider is wil the Order Form the Service hours, 3 working days>>:
 - 2.4.1 if necessary carry ou
 - 2.4.2 prepare and submit t class post).
- 2.5 The Landlord may accept Acceptance Form to the S Landlord is under no obligat
- 2.6 If the Quotation states that a Deposit to the Service Pr accepting the Quotation. Th Quoted Fee>>. If the Quota <<insert sum e.g. 25% of Quotation>>.
- 2.7 Orders shall not be deemed
- 2.8 The Deposit shall be non-re

3. Provision of the Services

- 3.1 The Services shall be rende each accepted Quotation.
- 3.2 The Service Provider shall Products used match thos throughout the Property (or
- 3.3 The Service Provider shall and to a standard that is cor
- 3.4 The Service Provider shall as a result of the rendering be made good at no additio the Job.
- 3.5 The Service Provider shall t statutes, regulations, byela rules relevant to the provisio
- 3.6 The Service Provider sha equipment and shall only us and safe working order.
- 3.7 The Service Provider shall rendering of the Services.
- 3.8 Where a Job is to last for shall, insofar as is reasonab and shall ensure that disru Property while work is bein



le to provide Services on asonable endeavours to ord for the provision of

the Services referred to in i<insert timescale e.g. 24

on (either by email or first

or part by submitting an il or first class post. The on.

he Landlord shall pay the period e.g. 7 days>> of sert sum e.g. 25% of the only, the Deposit shall be he accepted part of the

sit is paid in full.

he specification set out in

avours to ensure that the flord and are consistent

reasonable skill and care de practice.

a Property suffer damage nage that may occur shall lord prior to completion of

ng that it complies with all f conduct and any other

y tools, machinery and quipment that are in good

aste that results from the

day, the Service Provider operty in a habitable state use and enjoyment of the a minimum. All tools and

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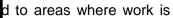
materials shall, wherever p being carried out.

4. Landlord's Obligations

- 4.1 If any consents, licenses of parties such as landlords, shall be the Landlord's res commencement of the relevant.
- 4.2 The Landlord shall ensure t as required in order to provi the Service Provider and the
- 4.3 The Landlord shall have the to the Property or being p Provider access. The Service safely and securely.
- 4.4 The Landlord shall ensure outlets and a supply of hot a
- 4.5 The Landlord shall use all information to the Service P provision of the Services.
- 4.6 Any delay in the provision or delay in complying with a the responsibility or fault of the responsibility of the responsibi

5. Fees, Payment and Records

- 5.1 The Landlord shall pay the the provisions of this Clause
- 5.2 The Service Provider shall Fees due.
- 5.3 The Service Provider shall Products (and quantities additional Products are req Any such increases shall be
- 5.4 In the event that the price of Landlord's acceptance of the the Service Provider shall i difference in the Fees.
- 5.5 All payments required to be shall be made within <<inse of the relevant invoice.
- 5.6 All payments required to be shall be made in <<insert cu location>> as the receiving any set-off, withholding or d Party is required to deduct o
- 5.7 Where any payment pursua



e needed from any third al authorities or similar, it same in advance of the

has access to Properties hes to be agreed between

vice Provider a set of keys mes to give the Service hat all keys shall be kept

r has access to electrical

s to provide all pertinent for the Service Provider's

rom the Landlord's failure this Clause 4 shall not be

vider in accordance with

completion of a Job for

leavours to use only the e Quotation; however if e adjusted to reflect this. imum.

ng the period between the mmencement of the Job, such increase and of any

greement by either Party ys of receipt by that Party

greement by either Party s to such bank in <<insert time nominate [, without ount (if any) of tax as that

required to be made on a



day that is not a Business D Day.

5.8 Without prejudice to subfollowing the expiry of the p on a daily basis at <<insert name of bank>> from time outstanding sums.

6. **Risk and Retention of Title**

- 6.1 Risk of damage to or loss of time when they are fitted to the Services.
- 6.2 Notwithstanding the passing any other provision of these the Products shall not pas received in cash or cleared t

7. Liability, Indemnity and Insuranc

- 7.1 The Service Provider shall e valid insurance that shall inc
- 7.2 In the event that the Sen reasonable care and skill i action at no additional cost t
- 7.3 The Service Provider's total of its negligence or breach sum>>.
- 7.4 The Service Provider shall n Landlord that results from instructions given by the Ser
- 7.5 Nothing in this Agreement s for death or personal injury.
- 7.6 Subject to sub-Clause 7.3 against any costs, liability, d the Service Provider's bread
- 7.7 The Landlord shall indemni damages, loss, claims or p equipment (including that Service Provider) caused by
- 7.8 Neither Party shall be liable Agreement by reason of any of that Party's obligations if that Party's reasonable cont

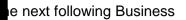
8. [Guarantee

8.1 The Service Provider guar shall be free from any and









hs which remain unpaid se 5.5 shall incur interest the base rate of <<insert made in full of any such

ss to the Landlord at the used for the provision of

under sub-Clause 6.1, or egal and beneficial title in the Service Provider has Il Fees due.

e at all times suitable and ince.

erform the Services with d all necessary remedial

amage caused as a result II be limited to £<<insert

or damage suffered by the to follow any reasonable

Service Provider's liability

all indemnify the Landlord proceedings arising out of

Igainst any costs, liability, I loss or damage to any parties appointed by the ts or employees.

ed to be in breach of this any failure to perform, any ue to any cause beyond



of all Services provided of <<insert period e.g. 12

months>> following complet

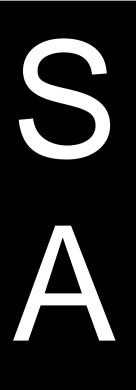
8.2 If any defects in the produ period set out in sub-Clause such defects at no cost to th

9. **Confidentiality**

- 9.1 Each Party undertakes tha authorised in writing by th continuance of this Agreer termination:
 - 9.1.1 keep confidential all
 - 9.1.2 not disclose any Con
 - 9.1.3 not use any Confide contemplated by and
 - 9.1.4 not make any copies any Confidential Info
 - 9.1.5 ensure that none o contractors or advise be a breach of the pr
- 9.2 Either Party may:
 - 9.2.1 disclose any Confide
 - 9.2.1.1 any sub-contr
 - 9.2.1.2 any governme
 - 9.2.1.3 any employe aforemention

to such extent only a this Agreement (ind Services), or as req inform the person, Information is confid such body under sut such body) obtainin confidentiality undert should be as nearly keep the Confidentia purposes for which the

- 9.2.2 use any Confidential other person, to the or at any time after fault of that Party. Ir not disclose any par knowledge.
- 9.3 The provisions of this Claus terms, notwithstanding the t



ear during the guarantee or shall rectify any and all

by sub-Clause 9.2 or as at all times during the period>> years] after its

hy other party;

- y purpose other than as his Agreement;
- r part with possession of

employees, agents, subdone by that Party, would 9.1.1 to 9.1.4 above.

Party;

regulatory body; or

Party or of any of the dies;

urposes contemplated by to, the provision of the case that Party shall first ion that the Confidential the disclosure is to any employee or officer of any the other Party a written uestion. Such undertaking erms of this Clause 9, to and to use it only for the id

ose, or disclose it to any e date of this Agreement, lic knowledge through no sclosure, that Party must rmation that is not public

e in accordance with their nent for any reason.



10. Force Majeure

- 10.1 No Party to this Agreement their obligations where suc beyond the reasonable cont limited to: power failure, inte unrest, fire, flood, storms governmental action or any in question.
- 10.2 [In the event that a Party to hereunder as a result of for period>>, the other Party n written notice at the end of Parties shall agree upon a provided up to the date of to any prior contractual commin of this Agreement.]

11. Term and Termination

- 11.1 This Agreement shall come and shall continue for a Terr provisions of this Clause 11.
- 11.2 Either Party shall have the other Party and exercisable written notice to the other a in sub-Clause 11.1 (or any extended pursuant to this period of <<insert period>>.
- 11.3 Either Party may terminate to <<insert notice period>> v <<insert minimum term of ag
- 11.4 Either Party may immedia notice to the other Party if:
 - 11.4.1 any sum owing to provisions of this A Business Days of the
 - 11.4.2 the other Party com this Agreement and, it within <<insert pendities notice giving full particles remedied;
 - 11.4.3 an encumbrancer ta company, a receiver that other Party;
 - 11.4.4 the other Party make being a company, b the meaning of the Ir
 - 11.4.5 the other Party, bei made against it or, t



ure or delay in performing s from any cause that is auses include, but are not ure, industrial action, civil terrorism, acts of war, nd the control of the Party

perform their obligations nuous period of <<insert ninate this Agreement by t of such termination, the payment for all Services ent shall take into account iance on the performance

Commencement Date>> m that date, subject to the

ement and consent of the <<insert notice period>> piry of the Term specified this Agreement has been Agreement for a further

to the other not less than on or at any time after

eement by giving written

Party under any of the within <<insert period>>

f any of the provisions of of remedy, fails to remedy after being given written 1 and requiring it to be

ere the other Party is a the property or assets of

ment with its creditors or, Iministration order (within

has a bankruptcy order nto liquidation (except for the purposes of bona a manner that the co bound by or assume this Agreement);

- 11.4.6 anything analogous jurisdiction occurs in
- 11.4.7 that other Party ceas
- 11.4.8 control of that other persons not having Agreement. For t "connected persons Sections 1124 and 1
- 11.5 For the purposes of sub-Cla of remedy if the Party in bre respects.
- 11.6 The rights to terminate thi prejudice any other right or concerned (if any) or any other

12. Effects of Termination

Upon the termination of this Agreen

- 12.1 any sum owing by either Pa Agreement shall become im
- 12.2 all Clauses which, either ex the expiry or termination of t
- 12.3 termination shall not affect of which the terminating Party termination or any other rig may have in respect of an before the date of terminatio
- 12.4 subject as provided in this rights neither Party shall be
- 12.5 each Party shall (except to cease to use, either direct shall immediately return to t control which contain or reco

13. No Waiver

No failure or delay by either Party i shall be deemed to be a waiver of t of any provision of this Agreement breach of the same or any other pro





e-construction and in such m effectively agrees to be on that other Party under

g under the law of any y;

, to carry on business; or

any person or connected arty on the date of this lause 11, "control" and ngs ascribed thereto by orporation Tax Act 2010.

all be considered capable provision in question in all

this Clause 11 shall not in respect of the breach

y of the provisions of this le;

, relate to the period after ain in full force and effect;

damages or other remedy ne event giving rise to the remedy which any Party nent which existed at or

n respect of any accrued ion to the other; and

in Clause 9) immediately fidential Information, and nents in its possession or mation.

hts under this Agreement by either Party of a breach waiver of any subsequent

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14. Further Assurance

Each Party shall execute and do may be necessary to carry the prov

15. Costs

Subject to any provisions to the co own costs of and incidental to the into effect of this Agreement.

16. Set-Off

Neither Party shall be entitled to se or sums received in respect of agreement at any time.

17. Assignment and Sub-Contracting

- 17.1 [Subject to sub-Clause 17 Neither Party may assign, charge) or sub-licence or o sub-contract or otherwise de written consent of the oth withheld.
- 17.2 [The Service Provider sha undertaken by it through a qualified and skilled sub-c member or sub-contractor deemed to be an act or omis

18. **Time**

- 18.1 [The Parties agree that all t be of the essence of this Ag OR
- 18.2 [The Parties agree that the for guidance only and are r varied by mutual agreement

19. Relationship of the Parties

Nothing in this Agreement shall co joint venture, agency or other fiduci contractual relationship expressly p

20. Non-Solicitation

20.1 Neither Party shall, for the T



documents and things as into full force and effect.

s Agreement shall pay its n, execution and carrying

anner from payments due Agreement or any other

personal to the Parties. herwise than by floating of its rights hereunder, or ons hereunder without the not to be unreasonably

n any of the obligations group or through suitably omission of such other s of this Agreement, be ider.]

to in this Agreement shall



to in this Agreement are s Agreement and may be

constitute a partnership, the Parties other than the nent.

nd for a period of <<insert

hdyman

period>> after its terminatio person who is or was empl any time in relation to this A that Party].

20.2 Neither Party shall, for the t period>> after its termination Party any customer or clien cause damage to the bus consent of that Party].

21. Third Party Rights

- 21.1 No part of this Agreement is accordingly the Contracts (F this Agreement.
- 21.2 Subject to this Clause 21 th transferee, successors and

22. Notices

- 22.1 All notices under this Agree if signed by, or on behalf o notice.
- 22.2 Notices shall be deemed to
 - 22.2.1 when delivered, if d registered mail) durir
 - 22.2.2 when sent, if trans transmission report of
 - 22.2.3 on the fifth busines ordinary mail, postag
 - 22.2.4 on the tenth busine postage prepaid.

In each case notices shall address, or facsimile numbe

23. Entire Agreement

- 23.1 This Agreement contains respect to its subject matter in writing signed by the duly
- 23.2 Each Party acknowledges the on any representation, wa provided in this Agreemen implied by statute or common by law.



A



ntract the services of any ged by the other Party at xpress written consent of

nd for a period of <<insert tice away from the other ation or enticement would hout the express written

s on any third parties and ct 1999 shall not apply to

nue and be binding on the required.

ind be deemed duly given er of the Party giving the

her messenger (including of the recipient; or

e-mail and a successful ted; or

g, if mailed by national

ng, if mailed by airmail,

st recent address, e-mail ty.



etween the Parties with d except by an instrument es of the Parties.

greement, it does not rely on except as expressly arranties or other terms he fullest extent permitted

24. Counterparts

This Agreement may be entered Parties to it on separate counterpa shall be an original, but all the co same instrument.

25. Severance

In the event that one or more of unlawful, invalid or otherwise unenf severed from the remainder of thi shall be valid and enforceable.

26. Law and Jurisdiction

- 26.1 This Agreement (including a therefrom or associated th accordance with, the laws or
- 26.2 Any dispute, controversy, pr this Agreement (including a therefrom or associated the of England and Wales.

IN WITNESS WHEREOF this Agreement before written

SIGNED by <<Name and Title of person signing for Se for and on behalf of <<Service Provider's N

In the presence of <<Name & Address of Witness>>

SIGNED by

<<Name and Title of person signing for La for and on behalf of <<Landlord's Name>>

In the presence of <<Name & Address of Witness>>



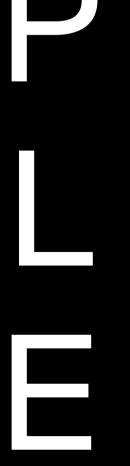
counterparts and by the o executed and delivered and the and the

greement is found to be vision(s) shall be deemed ainder of this Agreement

ers and obligations arising red by, and construed in

een the Parties relating to rs and obligations arising e jurisdiction of the courts

ed the day and year first



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<<Insert a list of services offered. The ser should be modified as required.>>

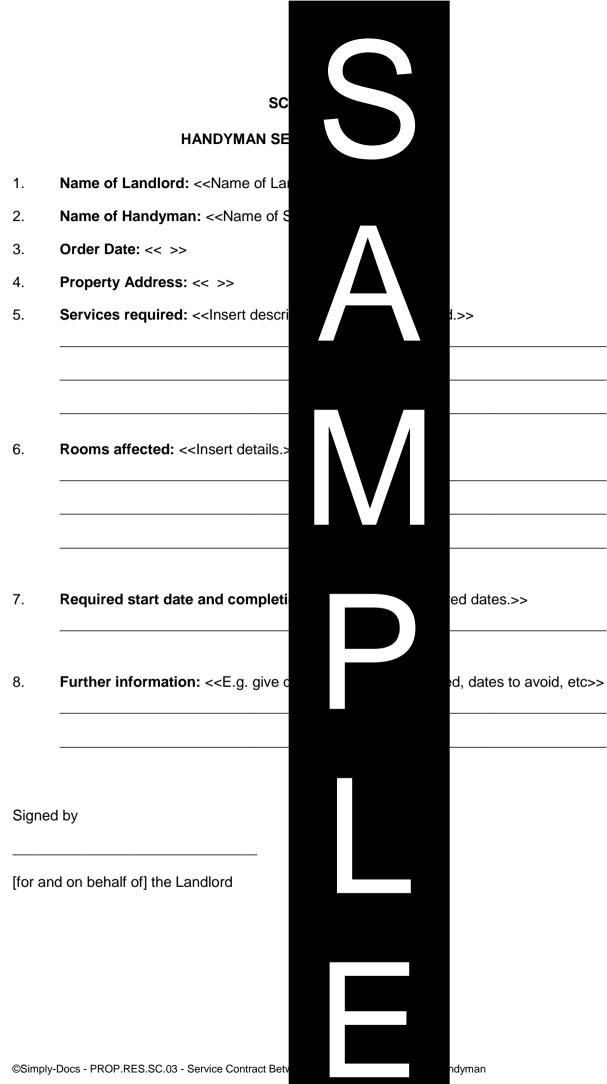
Carrying out one or more of the following ta

- Assemble flat-pack furniture
- Install or build shelves and cupboar
- Hang mirrors and pictures
- Fit curtain poles, curtains and blinds
- Adjust or trim badly fitting doors and
- Change or install locks, bolts or hin
- General household repairs
- Carpet cleaning
- Window cleaning
- Assist with tasks around the home
- Reseal showers, baths and sinks
- Tiling
- Refresh grout lines
- Install domestic appliances
- Repair leaking taps
- Interior painting of walls, ceilings ar
- Exterior painting
- Wallpaper stripping
- Wallpapering
- Filling cracks and holes in walls or values
- Minor replastering
- General garden maintenance
- Lawn mowing and feeding
- Laying patios and paving
- Shed building and repairs
- Installing decking
- Power washing of patios and drivev
- Weeding
- Trimming bushes and shrubs
- Border digging and planting
- Fence painting and preserving
- Fence repairs and fence installatior
- Gate repairs and installation
- Hedge trimming and pruning



way of example only and

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<u> PART 1</u>

HANDYMAN S

SC

Thank you for submitting an Order Form. required and] are pleased to present our q

Item (description and specification of work/

[A deposit of £<< >> is required prior to we

We are available to commence work on <<

We estimate that the work will be complete

Please confirm acceptance of this quotatio attached.

Signed by

[for and on behalf of] the Handyman



pperty to assess the work

VAT (£)	Total (£)

g the Acceptance Form

<u>PART 2</u>

HANDYMAN SERVI

ndyman

I accept the following items from the quota

Item (description and specification work/materials)

<<Copy details from quotation>>

[A cheque in the sum of £<< >> for the de

Signed by

[for and on behalf of] the Landlord