

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:

- (1) <<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>>;
"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 requires

1.2.1 “writing”, and any other form of communication effected by any means, including electronic or similar means;

1.2.2 a statute or a provision of law or a provision as amended or modified;

1.2.3 “this Agreement” is the Agreement and the Schedules as amended or modified;

1.2.4 a Schedule is a schedule or schedules;

1.2.5 a Clause or paragraph of the Agreement (other than the Schedules);

1.2.6 a “Party” or the “Parties” means the Party or Parties to this Agreement.

1.3 The headings used in this Agreement shall have no effect upon the interpretation of the Agreement.

1.4 Words imparting the singular shall include the plural and vice versa.

1.5 References to any gender shall include the other genders.

1.6 References to persons shall include companies and corporations.

2. **Quotations and Orders**

2.1 If at any time during the Term the Client wishes to obtain a quotation for the provision of Services from the Service Provider, the Client shall complete an Order Form.

2.2 The Order Form shall be submitted to the Service Provider by <<insert method>> methods e.g. email, post, telex, fax, etc.

2.3 The Service Provider shall advise the Client, as soon as possible following receipt of an Order Form, of the methods e.g. email or

supply of Services in the Order Form; and the Client shall complete the Order Form by the Service Provider by the Service Provider by the Service Provider of the Services;

by the Service Provider by the Service Provider of the Services;

by the Landlord and the Landlord shall be deemed to have agreed accordingly;

provision of Services in the Order Form; and the Client shall complete the Order Form by the Service Provider by the Service Provider of the Services;

including the cost of labour and the Quotation;

the services offered by the Service Provider as set out in Schedule 1; and

Agreement as set out in

in this Agreement to:

includes a reference to any other document or facsimile transmission or

reference to that statute or provision as amended or modified;

Agreement and each of the Schedules as amended or modified;

and

Clause of this Agreement (other than the Schedules);

to this Agreement.

reference only and shall have no effect upon the interpretation of the Agreement.

the plural and vice versa.

order.

obtain a quotation for the provision of Services from the Service Provider, the Client shall complete an Order Form.

Service Provider by <<insert method>> methods e.g. email, post, telex, fax, etc.

possible following receipt of an Order Form, of the methods e.g. email or

- telephone>> whether or not the Service Provider is able to provide Services on that occasion. [The Service Provider shall make reasonable endeavours to accommodate any request for the provision of Services.]
- 2.4 If the Service Provider is willing to provide the Services referred to in the Order Form the Service Provider shall complete the Order Form <insert timescale e.g. 24 hours, 3 working days>:
- 2.4.1 if necessary carry out the Services
- 2.4.2 prepare and submit the Quotation on (either by email or first class post).
- 2.5 The Landlord may accept the Services in whole or part by submitting an Acceptance Form to the Service Provider by email or first class post. The Landlord is under no obligation to accept the Services.
- 2.6 If the Quotation states that a Deposit is required the Landlord shall pay the Deposit to the Service Provider within the period e.g. 7 days>> of accepting the Quotation. The Service Provider shall insert sum e.g. 25% of the Quoted Fee>>. If the Quotation states that a Deposit is required only, the Deposit shall be the accepted part of the Quotation>>.
- 2.7 Orders shall not be deemed accepted until the Deposit is paid in full.
- 2.8 The Deposit shall be non-refundable.

3. Provision of the Services

- 3.1 The Services shall be rendered in accordance with the specification set out in each accepted Quotation.
- 3.2 The Service Provider shall ensure that the Products used match those specified in the Quotation and are consistent throughout the Property (or the part of the Property to which the Services are to be provided).
- 3.3 The Service Provider shall provide the Services with reasonable skill and care and to a standard that is comparable to that of a competent tradesperson in the trade practice.
- 3.4 The Service Provider shall ensure that the Property does not suffer damage as a result of the rendering of the Services. Any damage that may occur shall be made good at no additional cost to the Landlord prior to completion of the Job.
- 3.5 The Service Provider shall ensure that the Services comply with all applicable statutes, regulations, byelaws and other rules relevant to the provision of the Services.
- 3.6 The Service Provider shall ensure that the Services are carried out using only tools, machinery and equipment that are in good working order and in safe working order.
- 3.7 The Service Provider shall ensure that the Services are carried out in a manner that minimizes waste that results from the rendering of the Services.
- 3.8 Where a Job is to last for more than one day, the Service Provider shall ensure that the Property is kept in a habitable state and shall ensure that disruption to the use and enjoyment of the Property is kept to a minimum. All tools and

materials shall, wherever possible, be carried out.

to areas where work is

4. Landlord's Obligations

- 4.1 If any consents, licenses or permits are needed from any third parties such as landlords, planning authorities or similar, it shall be the Landlord's responsibility to obtain the same in advance of the commencement of the relevant work.
- 4.2 The Landlord shall ensure that the Properties have access to the Services as required in order to provide the Services to be agreed between the Landlord and the Service Provider.
- 4.3 The Landlord shall have the responsibility of providing the Service Provider with access to the Property or being present to give the Service Provider access. The Service Provider shall ensure that all keys shall be kept safely and securely.
- 4.4 The Landlord shall ensure that the Properties have access to electrical outlets and a supply of hot and cold water.
- 4.5 The Landlord shall use all reasonable endeavours to provide all pertinent information to the Service Provider for the Service Provider's provision of the Services.
- 4.6 Any delay in the provision of the Services or delay in complying with any of the provisions of this Clause 4 shall not be the responsibility or fault of the Service Provider.

needed from any third parties such as landlords, planning authorities or similar, it shall be the Landlord's responsibility to obtain the same in advance of the commencement of the relevant work.

The Landlord shall ensure that the Properties have access to the Services as required in order to provide the Services to be agreed between the Landlord and the Service Provider.

The Landlord shall have the responsibility of providing the Service Provider with access to the Property or being present to give the Service Provider access. The Service Provider shall ensure that all keys shall be kept safely and securely.

The Landlord shall ensure that the Properties have access to electrical outlets and a supply of hot and cold water.

The Landlord shall use all reasonable endeavours to provide all pertinent information to the Service Provider for the Service Provider's provision of the Services.

Any delay in the provision of the Services or delay in complying with any of the provisions of this Clause 4 shall not be the responsibility or fault of the Service Provider.

5. Fees, Payment and Records

- 5.1 The Landlord shall pay the Service Provider in accordance with the provisions of this Clause 5.
- 5.2 The Service Provider shall invoice the Landlord for the Fees due.
- 5.3 The Service Provider shall use only the Products (and quantities) specified in the Quotation; however if additional Products are required, the Fees shall be adjusted to reflect this. Any such increases shall be at the Service Provider's discretion.
- 5.4 In the event that the price of the Products increases during the period between the Landlord's acceptance of the Quotation and the commencement of the Job, the Service Provider shall invoice the Landlord for such increase and of any other costs incurred.
- 5.5 All payments required to be made by the Landlord shall be made within <<insert number of days>> days of receipt by that Party of the relevant invoice.
- 5.6 All payments required to be made by the Landlord shall be made in <<insert currency>> to such bank in <<insert location>> as the receiving Party is required to deduct or withhold any set-off, withholding or deduction of tax as that Party is required to deduct or withhold.
- 5.7 Where any payment pursuant to this Clause 5 is required to be made on a

Service Provider in accordance with the provisions of this Clause 5.

The Service Provider shall invoice the Landlord for the Fees due.

The Service Provider shall use only the Products (and quantities) specified in the Quotation; however if additional Products are required, the Fees shall be adjusted to reflect this. Any such increases shall be at the Service Provider's discretion.

In the event that the price of the Products increases during the period between the Landlord's acceptance of the Quotation and the commencement of the Job, the Service Provider shall invoice the Landlord for such increase and of any other costs incurred.

All payments required to be made by the Landlord shall be made within <<insert number of days>> days of receipt by that Party of the relevant invoice.

All payments required to be made by the Landlord shall be made in <<insert currency>> to such bank in <<insert location>> as the receiving Party is required to deduct or withhold any set-off, withholding or deduction of tax as that Party is required to deduct or withhold.

Where any payment pursuant to this Clause 5 is required to be made on a

- day that is not a Business Day, the next following Business Day.
- 5.8 Without prejudice to sub-Clause 5.5, sums which remain unpaid following the expiry of the period set out in Clause 5.5 shall incur interest on a daily basis at <<insert interest rate>> the base rate of <<insert name of bank>> from time to time until they are made in full of any such outstanding sums.
6. **Risk and Retention of Title**
- 6.1 Risk of damage to or loss of the Products shall pass to the Landlord at the time when they are fitted to the Services.
- 6.2 Notwithstanding the passing of risk under sub-Clause 6.1, or any other provision of these Conditions, legal and beneficial title in the Products shall not pass to the Landlord until the Service Provider has received in cash or cleared from the Landlord all Fees due.
7. **Liability, Indemnity and Insurance**
- 7.1 The Service Provider shall effect and maintain at all times suitable and valid insurance that shall include cover for the Services.
- 7.2 In the event that the Service Provider fails to perform the Services with reasonable care and skill in accordance with the Instructions, it shall take all necessary remedial action at no additional cost to the Landlord.
- 7.3 The Service Provider's total liability for damage caused as a result of its negligence or breach of contract shall be limited to £<<insert sum>>.
- 7.4 The Service Provider shall not be liable for damage suffered by the Landlord that results from the Services or to follow any reasonable instructions given by the Service Provider.
- 7.5 Nothing in this Agreement shall limit the Service Provider's liability for death or personal injury.
- 7.6 Subject to sub-Clause 7.3, the Landlord shall indemnify the Landlord against any costs, liability, damages, loss, claims or proceedings arising out of the Service Provider's breach of contract.
- 7.7 The Landlord shall indemnify the Landlord against any costs, liability, damages, loss, claims or proceedings arising out of the Service Provider's breach of contract.
- 7.8 Neither Party shall be liable for the other's failure to perform, any of that Party's obligations if it is due to any cause beyond the control of that Party's reasonable control.
8. **[Guarantee]**
- 8.1 The Service Provider guarantees the performance of all Services provided shall be free from any and all defects for a period of <<insert period e.g. 12 months>>.

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9.1.1 to 9.1.4 above.

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- purposes contemplated by Clause 8, the provision of the Confidential Information in this Clause 9 shall be subject to the condition that the Confidential Information shall not be disclosed to any third party, employee or officer of any other Party a written question. Such undertaking shall be subject to the terms of this Clause 9, to be used only for the purposes contemplated by Clause 8 and to use it only for the purposes contemplated by Clause 8.

- ...disclose it to any
...date of this Agreement,
...public knowledge through no
...disclosure, that Party must
...information that is not public
- ...in accordance with their
...ment for any reason.

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10. Force Majeure

- 10.1 No Party to this Agreement shall be excused from their obligations where such failure or delay in performing their obligations is caused by any cause that is beyond the reasonable control of the Party. Such causes include, but are not limited to: power failure, internet failure, industrial action, civil unrest, fire, flood, storms, terrorism, acts of war, governmental action or any other event outside the control of the Party in question.
- 10.2 [In the event that a Party to this Agreement fails to perform their obligations hereunder as a result of force majeure for a continuous period of <<insert period>>, the other Party may terminate this Agreement by giving written notice at the end of such period. Upon termination, the Parties shall agree upon a payment for all Services provided up to the date of termination. The Party shall take into account any prior contractual commitment in relation to the performance of this Agreement.]

11. Term and Termination

- 11.1 This Agreement shall commence on the Commencement Date>> and shall continue for a Term of <<insert term>> from that date, subject to the provisions of this Clause 11.
- 11.2 Either Party shall have the right to terminate this Agreement and consent of the other Party and exercisable by giving written notice to the other Party <<insert notice period>> prior to the expiry of the Term specified in sub-Clause 11.1 (or any extension of this Agreement has been extended pursuant to this Clause 11.2) for a further period of <<insert period>>.
- 11.3 Either Party may terminate this Agreement by giving written notice to the other not less than <<insert notice period>> and on or at any time after <<insert minimum term of agreement>>.
- 11.4 Either Party may immediately terminate this Agreement by giving written notice to the other Party if:
- 11.4.1 any sum owing to the other Party under any of the provisions of this Agreement is not paid within <<insert period>> Business Days of the due date;
 - 11.4.2 the other Party commits a breach of any of the provisions of this Agreement and, after being given written notice of remedy, fails to remedy it within <<insert period>> after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - 11.4.3 an encumbrancer takes control of the property or assets of that other Party;
 - 11.4.4 the other Party makes an arrangement with its creditors or, being a company, a receiver or administrator is appointed (within the meaning of the Insolvency Act 1986);
 - 11.4.5 the other Party, being a company, has a bankruptcy order made against it or, being an individual, is declared bankrupt.

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11.4.7 that other Party cease

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11.4.8 control of that other
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Sections 1124 and 1

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11.5 For the purposes of sub-Cla
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provision in question in all

11.6 The rights to terminate thi
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concerned (if any) or any oth

this Clause 11 shall not
in respect of the breach

12. Effects of Termination

Upon the termination of this Agree

12.1 any sum owing by either Pa
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ble;

12.2 all Clauses which, either exp
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ain in full force and effect;

12.3 termination shall not affect o
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damages or other remedy
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remedy which any Party
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12.5 each Party shall (except to
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shall immediately return to t
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13. No Waiver

No failure or delay by either Party i
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breach of the same or any other pro

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

14. **Further Assurance**

Each Party shall execute and do all such documents and things as may be necessary to carry the provisions of this Agreement into full force and effect.

15. **Costs**

Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the negotiation, execution and carrying into effect of this Agreement.

16. **Set-Off**

Neither Party shall be entitled to set off or payments in any manner from payments due or sums received in respect of this Agreement or any other agreement at any time.

17. **Assignment and Sub-Contracting**

17.1 [Subject to sub-Clause 17.2, neither Party may assign, sub-contract (in whole or in part), charge) or sub-licence or otherwise dispose of all or any part of its rights hereunder, or sub-contract or otherwise dispose of all or any part of its obligations hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.]

17.2 [The Service Provider shall not be released from any of the obligations undertaken by it through any assignment, sub-contracting, group or through suitably qualified and skilled sub-contractor, or through the omission of such other member or sub-contractor, or otherwise, which shall be deemed to be an act or omission in breach of this Agreement, be deemed to be an act or omission in breach of this Agreement.]

18. **Time**

18.1 [The Parties agree that all time periods specified in this Agreement shall be of the essence of this Agreement.]

OR

18.2 [The Parties agree that the time periods specified in this Agreement are for guidance only and are not intended to be binding on the Parties and may be varied by mutual agreement.]

19. **Relationship of the Parties**

Nothing in this Agreement shall constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in this Agreement.

20. **Non-Solicitation**

20.1 Neither Party shall, for the Term of this Agreement and for a period of <<insert

period>> after its termination by the person who is or was employed by the other Party at any time in relation to this Agreement [without the express written consent of that Party].

20.2 Neither Party shall, for the term of the period>> after its termination by the other Party any customer or client of the other Party cause damage to the business of the other Party without the express written consent of that Party].

21. Third Party Rights

21.1 No part of this Agreement is intended to confer any benefit on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

21.2 Subject to this Clause 21 the Agreement shall continue to be binding on the transferee, successors and assigns.

22. Notices

22.1 All notices under this Agreement shall be in writing and shall be deemed duly given if signed by, or on behalf of, the Party giving the notice.

22.2 Notices shall be deemed to have been given to the Party to whom they are addressed:

22.2.1 when delivered, if delivered by hand or by registered mail) during business hours;

22.2.2 when sent, if transmitted by e-mail and a successful transmission report is received;

22.2.3 on the fifth business day after the date of posting, if mailed by national ordinary mail, postage paid;

22.2.4 on the tenth business day after the date of posting, if mailed by airmail, postage prepaid.

In each case notices shall be sent to the Party's most recent address, e-mail address, or facsimile number.

23. Entire Agreement

23.1 This Agreement contains the entire understanding between the Parties with respect to its subject matter and shall not be modified or amended except by an instrument in writing signed by the duly authorized representatives of the Parties.

23.2 Each Party acknowledges that it is entering into this Agreement on any representation, warranty or other terms implied by statute or common law. To the fullest extent permitted by law.

contract the services of any person who is or was employed by the other Party at any time in relation to this Agreement [without the express written consent of that Party].

and for a period of <<insert period>> after its termination by the other Party any customer or client of the other Party cause damage to the business of the other Party without the express written consent of that Party].

is on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

ue and be binding on the transferee, successors and assigns.

and be deemed duly given if signed by, or on behalf of, the Party giving the notice.

her messenger (including by hand or by registered mail) during business hours;

e-mail and a successful transmission report is received;

g, if mailed by national ordinary mail, postage paid;

ng, if mailed by airmail, postage prepaid.

st recent address, e-mail address, or facsimile number.

between the Parties with respect to its subject matter and shall not be modified or amended except by an instrument in writing signed by the duly authorized representatives of the Parties.

reement, it does not rely on any representation, warranty or other terms implied by statute or common law. To the fullest extent permitted by law.

24. **Counterparts**

This Agreement may be entered into by the Parties to it on separate counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

counterparts and by the Parties to it on separate counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

25. **Severance**

In the event that one or more of the provisions of this Agreement is found to be unlawful, invalid or otherwise unenforceable, such provision(s) shall be deemed severed from the remainder of this Agreement and the remainder of this Agreement shall be valid and enforceable.

agreement is found to be unlawful, invalid or otherwise unenforceable, such provision(s) shall be deemed severed from the remainder of this Agreement and the remainder of this Agreement shall be valid and enforceable.

26. **Law and Jurisdiction**

26.1 This Agreement (including any amendments and variations thereto) shall be governed by, and construed in accordance with, the laws of England and Wales.

terms and obligations arising out of or in connection with this Agreement shall be governed by, and construed in accordance with, the laws of England and Wales.

26.2 Any dispute, controversy, claim or action (including any counterclaim or cross-claim) arising out of or in connection with this Agreement (including any amendments and variations thereto) shall be referred to and determined by the courts of England and Wales.

between the Parties relating to this Agreement (including any counterclaim or cross-claim) shall be referred to and determined by the courts of England and Wales.

IN WITNESS WHEREOF this Agreement has been signed and affixed with the seals of the Parties on the day and year first before written

the day and year first before written

SIGNED by

<<Name and Title of person signing for Service Provider's Name>>
for and on behalf of <<Service Provider's Name>>

In the presence of

<<Name & Address of Witness>>

SIGNED by

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

In the presence of

<<Name & Address of Witness>>

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

way of example only and

Carrying out one or more of the following tasks

- Assemble flat-pack furniture
- Install or build shelves and cupboards
- Hang mirrors and pictures
- Fit curtain poles, curtains and blinds
- Adjust or trim badly fitting doors and windows
- Change or install locks, bolts or hinges
- 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 and doors
- Exterior painting
- Wallpaper stripping
- Wallpapering
- Filling cracks and holes in walls or ceilings
- Minor replastering
- General garden maintenance
- Lawn mowing and feeding
- Laying patios and paving
- Shed building and repairs
- Installing decking
- Power washing of patios and driveways
- Weeding
- Trimming bushes and shrubs
- Border digging and planting
- Fence painting and preserving
- Fence repairs and fence installation
- Gate repairs and installation
- Hedge trimming and pruning

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HANDYMAN SE

1. **Name of Landlord:** <<Name of Landlord>>
2. **Name of Handyman:** <<Name of Handyman>>
3. **Order Date:** << >>
4. **Property Address:** << >>
5. **Services required:** <<Insert description of services required.>>

6. **Rooms affected:** <<Insert details.>>

7. **Required start date and completion date:** <<Insert start and completion dates.>>

8. **Further information:** <<E.g. give details of any special requirements, dates to avoid, etc>>

Signed by

[for and on behalf of] the Landlord

SC

PART 1

HANDYMAN SERVICE

Thank you for submitting an Order Form. [If a deposit is required and] we are pleased to present our quotation for the work required and] are pleased to present our quotation for the work required and]

to visit your property to assess the work required and]

Item (description and specification of work)	VAT (£)	Total (£)

[A deposit of £<< >> is required prior to work commencing]

We are available to commence work on << >>

We estimate that the work will be completed by << >>

Please confirm acceptance of this quotation by signing the Acceptance Form attached.

g the Acceptance Form

Signed by

[for and on behalf of] the Handyman

PART 2

HANDYMAN SERVICE AGREEMENT

I accept the following items from the quotation

Item (description and specification work/materials)	Total (£)	Accepted (tick)
<<Copy details from quotation>>		

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

Signed by

[for and on behalf of] the Landlord