**Handyman South West**

Terms and Conditions

Workmanship and Service Guarantee

Hire A Handyman South West (“H.A.H.S.W”) provides customers with a guarantee on all workmanship and services performed by H.A.H.S.W, covering the labour component on any job. This guarantee is valid for three months after the job completion date (as specified on your H.A.H.S.W Tax Invoice). All materials, products, and parts used for each project are covered by their individual product warranty and, unless able to pass on any third party warranties, H.A.H.S.W accepts no liability for, or on behalf of third-party product manufacturers. H.A.H.S.W endeavor to use high quality endorsed and certified products; and wherever possible, encourage customers to select from a range of suitable product options presented to them.

GENERAL TERMS AND CONDITIONS OF TRADE

1.Contract of Engagement

1.1: By engaging Hire A Handyman South-West (“H.A.H.S.W”) to perform services and/or supply materials (“Goods”), you (“the Customer”) agree to be bound by the following terms and conditions.

1.2: Where more than one client has entered into this agreement, the clients shall be jointly and severally liable for all payments due to H.A.H.S.W.

2.Warranty and liability

2.1: The Customer agrees that it must within seven days of the date of delivery or completion of the works, give written notice to H.A.H.S.W, with particulars of any claim that the works are defective or not by the agreement between the H.A.H.S.W staff representative and the Customer. In the event that the Customer fails to give such notice within the said period, then to the full extent permitted by law, the works are deemed to have been accepted by the Customer, and all claims by the Customer against H.A.H.S.W for the works are extinguished, and the Customer must pay H.A.H.S.W for the works.

2.2: In the event of the Customer being reasonably unsatisfied with the works completed, the Customer agrees to allow H.A.H.S.W the opportunity to rectify the said works. Where the Customer refuses or otherwise prevents H.A.H.S.W from rectifying the works within seven days of advising H.A.H.S.W in writing of the particulars of any defect, to the full extent permitted by law, H.A.H.S.W shall not be liable to the Customer, and the Customer must pay all invoices in full to H.A.H.S.W.

2.3: The Customer expressly acknowledges and agrees that it has not relied upon, and H.A.H.S.W are not liable for any advice given by H.A.H.S.W, its servants, agents, representatives or employees about the suitability for any purposes of the works.

2.4: To the full extent permitted by law, all conditions, warranties, and representations express or implied by statute, common law or otherwise in relation to the works are hereby excluded, and to the full extent permitted by law, H.A.H.S.W will be under no liability to the Customer for any damages (including but not limited to incidental, special, consequential or general damages) in connection with or arising out of the supply or use of the works howsoever arising, even if due to H.A.H.S.W’s negligence, or the negligence of H.A.H.S.W servants, agents, sub-contractors or suppliers.

2.5: These terms and conditions do not affect the rights, entitlements, and remedies compulsorily conferred on the Customer under the Competition and Consumer Act 2010 and other statutes, rules or regulations for the time being in force, and nothing in these conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law and which by law cannot be excluded, restricted or modified.

2.6: If liability cannot be excluded, to the fullest extent permitted by law, H.A.H.S.W’s liability to the Customer shall be restricted at H.A.H.S.W’s option to a refund of the invoiced amounts paid by the Customer to H.A.H.S.W, or replacement of the works.

3.Retention of Title

3.1: H.A.H.S.W will retain title to (but not risk in) Goods delivered to the Customer or installed on behalf of the Customer until H.A.H.S.W has received full payment for them and all other sums owing to it by the Customer.

3.2: H.A.H.S.W’s right to retain title does not affect its rights as an unpaid service provider.

3.3: If the Customer, fails to make any payment to H.A.H.S.W when due, H.A.H.S.W is entitled, and the Customer grants H.A.H.S.W a license, to enter the Customer’s premises and land where the Goods are situated with or without notice and to re-take possession of and remove, at the Customer’s cost and expenses, the Goods in respect of which title has not passed to the Customer. H.A.H.S.W shall be entitled to use the Customer’s name and to act on the Customer’s behalf in exercising these rights and is not liable for any costs, losses, damages or other expenses suffered by the Customer or any third party in respect of H.A.H.S.W’s retaking possession and removing of Goods. The Customer acknowledges that H.A.H.S.W is entitled to remove the Goods even if such removal would result in damage to a structure and the Customer acknowledges that H.A.H.S.W will not be liable to the Customer for such damage, howsoever arising.

4.Payment of deposits and accounts

4.1: A deposit payment of minimum 20% is required to be paid by the client to H.A.H.S.W’s nominated bank account at the time of job booking and must be received before any works commence.Materials cost shall be paid upfront before the commencement of any works

4.2: Unless otherwise agreed in writing, the Customer must pay the invoices for all Goods and Services (collectively known as “the works”) and any other charges as invoiced, at the time that the invoice is issued to the Customer, which is normally immediately upon job completion. The Customer must pay all invoices in full.

4.3: Unless otherwise agreed, full payment must be received and cleared in H.A.H.S.W’s nominated bank account within seven days of the due date as specified on the invoice. Late payment fees shall be applied to all overdue accounts. Late fees shall be calculated at +0.1% of the total balance owing per day overdue, beginning seven days from invoice due date. A $25 Late Payment fee will be applied to all invoices more than 30 days in arrears

4.4: The Client shall not be entitled to set off against or deduct from the total of the invoiced amount any sums owed or claimed to be owed to the Client for H.A.H.S.W

4.5: Should the client wish to claim any such adjustment to be made to the amount owed to H.A.H.S.W by the Client, written notification of such claim must be received by H.A.H.S.W within seven days of invoice due date. Should an adjustment request be accepted by H.A.H.S.W, a new revised invoice will be issued by H.A.H.S.W to the client, and written notification will be made by H.A.H.S.W to the client making void the original invoice. Unless such written communication is made by H.A.H.S.W confirmation adjustment/revision of the invoiced amount, the original invoice remains intact, and the client is liable to pay the full amount of the original invoice within seven days or receiving written notification from H.A.H.S.W regarding the outcome of the Client’s invoice adjustment claim request. Late payment fees may be applied to the outstanding account from this date forward by provision 4.3 of this document.

4.6: If the Customer, fails to make any payment to H.A.H.S.W when due, the Customer agrees to pay all H.A.H.S.W’s costs of recovering or attempting to recover from the Customer all outstanding fees, including any mercantile agent’s costs and legal costs on a full indemnity basis.

5.Cancellation of scheduled works

5.1: H.A.H.S.W may cancel this contract at any time before the delivery of goods or services by giving written notice issued via email. H.A.H.S.W shall not be liable for any loss or damage whatsoever arising from such cancellation.

5.2: The Client may cancel the Works within five days of appointing H.A.H.S.W to undertake the work subject to a cancellation fee 20% of the total value of the “Works” as specified on the approved quote.

5.3: A refund of deposit amount paid by the Client to H.A.H.S.W for any cancellation of scheduled “Works”; may or may not be returned to the client at the sole discretion of H.A.H.S.W or its agents, employees, suppliers or subcontractors.

5.4: If the client wishes to cancel the scheduled “Works,” then the Client shall be liable for all reasonable costs incurred by H.A.H.S.W up to the time of, or as a direct result of the cancellation.

6.Credit information collection and reporting

6.1: The client agrees for H.A.H.S.W or other agent appointed by H.A.H.S.W for accounts management to obtain a credit reporting agency and a credit report containing personal credit information about the Client about credit provided by H.A.H.S.W for the provision of goods and services (the Works).

6.2: The Client agrees that H.A.H.S.W or its appointed agents may exchange information about the Client with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:

1. a) To assess a credit application by the Client; and/or
2. b) To notify other credit providers of a default by the Client; and/or
3. c) to exchange information with other credit providers as to the status of this credit account, where the client is in default with other credit providers; and/or
4. d) To assess the creditworthiness of the Client

The Client understands that the information exchanged can include anything about the Client’s creditworthiness, credit standing, credit history or credit capacity that credit providers are allowed to exchange under the Privacy Act 1988.

7.General

7.1: These terms and conditions will be governed by the laws of the state of Western Australia and the parties submit to the jurisdiction of this state.

7.2: If any provision of this Agreement is judged invalid, void, illegal or unenforceable for any reason whatsoever by a court of competent jurisdiction, such invalidity or unenforceability (unless deletion of such provision would materially adversely affect one of the parties) will not affect the operation or interpretation of any other provision of this Agreement to the intent that the invalid or unenforceable provision will be treated as severed from this Agreement.

7.3: H.A.H.S.W shall be under no liability whatsoever to the Client for any indirect loss and expense (including loss of profit) suffered by the Client arising out of a breach by H.A.H.S.W of this contract.

7.4: These terms and conditions constitute the entire agreement between the parties.