**Terms of Agreement**

**AVID Handyman Services terms and conditions**

**1.                 The owner AGREES**

a)       To maintain all Householders, House owners and Special Risks policies of insurance covering all contents, improvements and all property found on site.

b)      That the description of the works is complete and covers all aspects to be completed

c)       That after commencement of the work the Contractor may require an Engineers Report or certificate the reasonable cost of which shall be borne by the Owner.

d)      To give the Contractor any employees and sub-contractor full and uninterrupted access to the site AND agrees to restrain and confine all domestic pets on the site.

e)       That the land upon which the works are located are charged to the Contractor with respect to money that are or may become payable to the Contractor together with all legal costs associated with recovery.  This clause shall not merge on completion.

f)        To pay the Contractor the contract price by progress payment within (5) days of the Contractor submitting the Progress claim.

g)       That the provisional allowances and prime cost items do not include a Builders Margin that will be added once the actual cost to the Contractor has been established.

h)      That all material fittings will be nominated within (5) working days of being requested to do so by the Contractor.

i)        That the Contractor is entitled to a reasonable extension of time relating to any matter over which the Contractor has no control including, but not limited to, disputes with neighbours, industrial disputation, the unavailability of nominated materials or fittings and Industry Shutdown commencing 22nd December each year (5 weeks).

j)        That all excess material and fittings at the end of the works are the property of the Contractor.

k)       That the Contractor shall be entitled to charge interest at (1) per cent above the commercial overdraft interest rate charged by the Commonwealth Bank , on any outstanding monies due to the Contractor.

l)        That should he/she become bankrupt or execute a deed of assignment or arrangement or go into liquidation or have a Receiver of Official Manager appointed, or be in beach of any of the above terms THEN the Contractor may, where such default is capable of remedy, issue a written notice to the Owner requiring the matter to be rectified within fourteen (14) days.

m)     That if a matter as notified in I (i) above, the Contractor may terminate the Agreement and recover all outstanding monies.

**2              The Contractor AGREES**

a)       To complete the works described in the Quote as per the Approved Plans & Specifications attached (if applicable), in the time specified and in a good and workmanlike manner, in accordance with the requirements of any Statutory Authority, Local Council and Building Code of Australia.

b)      To maintain Contractors all Risk Insurance over the works, Public Liability and Workers Compensation Insurance.

c)       To submit Progress Claims to the Owner once the work specified or that Payment has been completed.

d)      That variations will only be commenced after the Owner has signed a written variation form.

e)       That if any nominated material or fitting, as chosen by the Owner is unavailable then the Contractor will choose an alternative that as near as possible corresponds with the item(s) unavailable.

f)        That they will claim any extension of time within a reasonable time after the delaying event has occurred.

g)       That the Owner may terminate this Agreement if variations (imposed by any Statutory Authority of Local Council) to the Approved Plan attached result in a price increase of 5% or greater of the Contract price.

h)      That should the Contractor become bankrupt or execute a deed of assignment or arrangement or go into liquidation or have a Receiver of Official Manager appointed, fail to proceed with the works with all due diligence, unreasonably suspend the works THEN the Owner may, where such default is capable of remedy, issue a written notice to the Contractor requiring the matter to be rectified within fourteen (14) days

i)        That if a matter if not rectified as notified in 2 (h) above or the matter is not capable of being remedied, the Owner may terminate this Agreement and engage another Contractor to complete the Works.