Terms & Conditions

We Repair IT! Terms & Conditions

This document is designed to govern the legal relationship between a handyman (service provider) (or, more likely, a company providing handyman services) and (customers), including both business customers and domestic customers.

**COVID-19**

The User for this platform accepts responsibility for deciding to hire or not to hire a service provider offering their service via the platform in line with any and all lockdown regulations gazetted. The User understands and agrees that the Service Provider has no employment relationship with We Repair IT! herein referred to as the Company. The Company confirms that all necessary communications under COVID-19 lockdown regulations have been communicated to both the User and the Service Provider. The User and the Service Provider are responsible for ensuring that all safety measures are adhered to when engaging using this platform. The User and the Service Provider both agree that they have no COVID-19 symptoms, nobody in the home is self-isolating, and that social distancing will be maintained. By using the Services, the user agrees to hold the Company free from the responsibility for any liability or damage that might arise out of the transaction involved, specific to the virus and otherwise contained within these terms & conditions. Neither the Company nor its affiliates or licensors are responsible for the conduct, whether online or offline, of any User of the services. The Company and its affiliates and licensors will not be liable for any claim, injury or damage arising in connection with your use of the Services.

**NATURE OF THE SERVICE**

The Company does not provide repair and general labour services, and the company is not a repair, and general labour service provider. It is up to an individual service provider registered on the platform to offer services which may be scheduled through use of the mobile app. The Company offers information and a method to obtain services, but does not and does not intend to provide such services or act in any way as the Service Provider.

By using a Service Provider who is offering their Services through the platform, the User agrees and understands that such Service Provider is an independent contractor. The fact that such Service Provider markets their Service through the platform does not in any way create, establish or set up any agency, partnership or employment relationship between The Company and such Service Provider

1. **DEFINATIONS**

**Handyman** – Shall mean handyman professional maintenance services, an independent Handyman, contracted by the Customer to effect the work in terms of this agreement.

**Customer** – Shall mean the owner, or occupier of the property at which the work is to be performed, alternatively the owner’s agent who warrants that he is duly authorized to bind the owner in this agreement.

**Property** – Shall mean the Customer’s property at which the work is to be effected and shall be deemed to be at the address reflected on the face hereof, unless the contrary is stated.

**Work** – Shall mean all work to be effected in terms of this agreement by Handyman at the property as specified on the face hereof, it being understood that no additional work shall be deemed to form part of this agreement unless it is specifically recorded in an addendum hereto.

**Contract Price** – Shall be the amount payable in terms of this agreement as specified on the face hereof in respect of the work to be effected at the property as quoted for in the signed quotation.

**Practical Completion** – Shall mean the date on which the work has been completed and handed over to the Customer together with Handyman final invoice in respect of the work so completed.

**Materials**– Shall mean any and all materials, appliances and apparatuses to be installed, or used in the execution of the work.

**Equipment**– Shall mean such tools and machinery as may be necessary to execute the work.

**Charges**– Amount billed to the Customer for the services or goods received

1. **AGREEMENT**

The Customer agrees that

* this Agreement represents the entire Agreement between the Customer and Handyman and that any alterations or additions to this Agreement may not be effected unless agreed to by both parties, reduced to writing and signed by the Customer and Handyman;
* this Agreement will govern all future contractual relationships between the parties, notwithstanding receipt or acknowledgement of the Customer’s own order form or conditions;
* this Agreement is applicable to all existing debts between the parties;
* this Agreement is final and binding and is not subject to any suspensive or resolutive conditions;
* and conflicting terms, conditions or agreements without prejudice to any securities or guarantees held by Handyman and;
* this Agreement is only if force for Services and goods ordered and paid for using this platform. Any additional agreements outside of this platform between the Customer and the Handyman to provide Services and Goods outside of this platform frees the Company of any warranties and liabilities as regards the additional Services and goods;
* this Agreement applies to all employees and sub-Handyman’s of Handyman.

The Sub-Contractor hereby binds himself in his personal capacity as Shareholder (in the case of a company), Member (the case of a close corporation) or Owner, Partner, or Proprietor, as co-principle debtor jointly and severally for the full amount due to Handyman and agrees this agreement will apply in the same way to him as soon as any work is excepted.

Notwithstanding the provisions of clause 2.a above, all orders or contracts of sale, or agreed variations thereto, whether oral or in writing, shall be binding and subject to this agreement and may not be cancelled by the Customer.

The invalidity of any part of the Agreement shall not affect the validity of any other part.

1. **APPOINTMENT**

The Customer appoints the Handyman to effect the work at the property and agrees that the terms and conditions as set out herein shall be the Agreement between the parties in respect of the work to be effected.

1. **QUOTATION**

All quotations will remain valid for a period of fourteen (14) days from the date of the quotation, or until the date of issues of any new price list, whichever occurs first, or unless specified in writing by Handyman.

Delivery and performance times quoted are estimates and are not binding on Handyman.

All quotations are subject to the availability of input goods or services and subject to correction of good faith errors by Handyman, and the prices quoted are subject to any increase in the cost price, including currency fluctuations, to Handyman before acceptance of the order.

In the event of the Customer disputing the amount of the cost increase in clause 4.c above, the said amount may be certified by an independent auditor and such certificate shall be final and binding on the Customer.

All variations to the original quotation accepted by the Customer must be verified with the official Handyman and only on receipt in writing from Handyman will this be accepted as legal and binding.

1. **PROVISION OF MATERIALS AND EQUIPMENT**

Unless the contrary is specified on the face hereof, Handyman shall provide all materials and equipment necessary for the proper execution of the work. All materials shall be of the kind and quality as described on the face hereof, alternatively in terms of the architect’s specifications, if applicable and Handyman shall upon the request of the Customer furnish him with vouchers to prove that the materials are of such standard.

The Handyman reserves the right, at its sole discretion, to provide alternative products at the prevailing prices to those ordered by the Customer, should those products have been superseded, replaced or otherwise become unavailable.

Products are sold “voetstoots” with no warranty against latent defects. All guarantees, including common law guarantees, are hereby specifically excluded.

If the Customer supplies any materials, or equipment, and or, accessories to be utilized in the work, Handyman shall not be responsible for any defects thereto, nor the quality thereof, it being agreed that Handyman shall accept such materials, and accessories, in the condition in which it is delivered to be utilized in the execution of the work. Extra costs incurred through the use of defective materials or equipment supplied shall be for the Customer’s account.

All fixed and unfixed materials purchased by Handyman shall be deemed to be under the control of Handyman and subject to his lien for payment of any amounts which may become owing in terms of the Agreement. It is recorded that any materials which have been purchased by Handyman and affixed to the property shall remain the property of Handyman until payment in full has been effected by the Customer. Once payment in terms of the agreement has been effected in full, all materials which have been fixed to the property shall become the sole and exclusive property of the Customer and all unfixed materials shall be removed from the property, the unfixed materials being deemed to be property of Handyman.

During the execution of the work, the Customer shall take reasonable steps to protect all material on his property from the risk of loss, theft or damage thereto, in Handyman absence. In the event of loss, or theft the Customer agrees to replace such material, at his expense Handyman shall, during his presence on the property, be responsible for all materials on the property and shall exercise the same caution to protect the Customer’s interests in the material from the risk of loss, theft or damage.

It is recorded that the Customer shall not be entitled to insist on detailed costings in respect of all materials, it being recorded that the work is performed in terms of a fixed cost, as specified on the face hereof, and that the costs of the materials have been factored into such price irrespective of the costs thereof to Handyman.

1. **LAWS, BYLAWS AND REGULATIONS**

Handyman shall comply with any Act of Parliament, regulations and bylaws of any local authority and/or any public service company, or authority relating to the work, as may be applicable and required, provided that if any fees are payable to any statutory body, or similar entity, the costs thereof shall be for the Customer’s account, it being recorded that the contract price stipulated on the face hereof is exclusive of any additional fees, charges, or taxes that may be payable pursuant to this particular clause.

There shall be no obligation upon Handyman to ensure that the work as directed by the Customer and/or the architect do not encroach on building regulations, or building lines, the Customer, or his agent, being solely responsible to ensure compliance in this regard.

1. **EXECUTION OF WORK IN ACCORDANCE WITH AGREEMENT**

If the Customer requires any additional work, variations, or alterations from the work as specified on the face hereof, he shall advise Handyman thereof and Handyman shall, within Forty-Eight (48) hours, inform the Customer of the cost and time implications occasioned by such a variation. If the Customer accepts the additional costs and time implications, a written acknowledgement specifying the additional costs and time required for purposes of completion of the work, shall be prepared by Handyman and presented to the Customer for his signature. On an acceptance signature by the Customer Handyman shall immediately proceed to give effect to the Customer’s instructions, as varied by the written acknowledgement.

1. **ACCESS TO THE WORK SITE**

The Customer shall afford Handyman access to the property to perform the work in accordance with Handyman obligations. In this regard, it is specifically agreed and recorded that Handyman shall have access to the property from 08h00 to 17h00 from Mondays to Fridays and from 09h00 to 14h00 on Saturdays to perform the work and the Customer shall make available, at his cost, the necessary water, sanitary facilities and electricity required by Handyman to give effect to its obligations in terms of this agreement.

The Handyman shall further, at the same times specified above, have access to any part of the work already completed and handed over to the Customer for occupation as a right of passage through such occupied parts for purposes of reaching the work site on the property.

1. **PRACTICAL COMPLETION**

On the date of practical completion, the Handyman shall inform the Customer for the work completed on the property. The Customer shall be obliged to accept the work and the final invoice from the Company, subject to the Customer’s rights to insist on the repair of any defects that may manifest itself as set out in this agreement.

1. **TIME TO COMPLETE WORK**

The Handyman shall commence the execution of the work on a date mutually suitable to the parties, and if such date is specified on the face hereof, then on such date as specified.

The work shall be completed within a reasonable period from the date of commencement; it being recorded that the Customer shall have no right in respect of any penalties if the work is not completed within a specified period of time

1. **INDEMNITY**

The Handyman indemnifies the Customer against any liability, loss, claim, or proceedings of whatever nature arising in common law, or by statute consequent upon personal injuries to, or the death of any person, or employee of Handyman arising out of, or in the course, or caused by the execution of the work, unless such loss, injury, or death is due to any act, or commission of the Customer, or his servants, or any agent acting in the interests of the Customer.

The Handyman indemnifies the Customer against any liability, loss, claim, or proceedings consequent upon the loss of, or damage to any moveable, or immovable property arising out of, or in the course of the execution of the work due to any wilful, negligent, or reckless act, or omission by Handyman his agents, or servants provided however that Handyman shall be entitled to act on any reasonable instructions by the Customer and that the execution of such an instruction shall not lead to any liability in terms of this clause.

Where any loss, or damage is insurable by a policy insuring structural damage, fire, riots, strike, damage and special perils, Handyman does not indemnify the Customer against such loss of, or damage to any structure being altered, or added, it being deemed that the Customer will have suitable and adequate structural insurance against the risk against losses in this regard.

1. **EXCLUSION OF LIABILITY**

When any loss results as a result of war, invasion, riot, warlike operations, civil unrest, acts of God, or any other act which is beyond the Handyman’s control (vis major), the Handyman shall not be liable for any losses which may result because of such action, notwithstanding any clause herein which may have indemnified the Customer against the risk of damages and/or loss.

1. **DELAY IN COMPLETION OF WORK**

If the work is delayed by an act of God, vis major, exceptionally inclement weather, or any other cause beyond the reasonable control of the Handyman, the Handyman shall be entitled to an extension for the completion of the work, notwithstanding that the time of completion may have been specified as being of the essence, it being agreed that the time for performance will be extended for such a period as the work may have been interrupted for one of the reasons set out in this clause.

1. **SUSPENSION OF WORK**

The Handyman shall be entitled to suspend performance of the work in terms of this agreement in the event of:

A breach by the Customer to include, but not be limited to:

* Non-payment of any interim invoice, or amounts on the date on which it may be owing in terms of this agreement.
* The failure by the Customer to supply any material in terms of its obligations that may be reasonably required for the performance of the work by Handyman.
* The Customer not granting Handyman access to the work, or any part thereof.
* The Customer not making available any electricity, or water which may be required for purposes of the execution of the work.
* Where the Customer fails to remedy its obligations to enable the Handyman to proceed with the work.
* In the event of Handyman having to suspend performance of the work in terms of this agreement Handyman shall be entitled to immediately: –
* Cancel this agreement and retain all amounts paid.
* Insist on payment of the balance of the contract price as stipulated on the face hereof.
* Remove all unfixed materials from the premises without any compensation to the Customer.
* Remove any machinery and equipment from the premises.
* Exercise his lien in respect of payment for all amounts that may be due and owing in terms of the agreement and without prejudice to any of the above, or other rights Handyman may have in Law, to lock the Customer out until such payment has been effected.

1. **PAYMENT**

The Customer understands that the use of services may result in Charges. The Company will receive and/or enable a payment for the applicable charges for Services or Goods obtained through your use of the Services. Charges will be inclusive of applicable taxes where required by law.

All Charges and payments will be enabled by the Company using the preferred payment method designated on the Customer’s account, after which the Customer will receive an invoice by email. If the Customer account’s primary payment method is determined to be expired, invalid or otherwise not able to be charged, the Customer agrees that the Company may use a secondary payment method on your account, if available. Charges paid by the Customer are final and non-refundable, unless otherwise determined by the Company.

As between the Customer and the Company, the Company reserves the right to establish, remove and/or revise Charges for any or all Services or goods obtained through the use of the Services at any time at the Company’s sole discretion. Further, the Customer acknowledges and agrees that Charges applicable in certain geographical areas may increase substantially during times of high demand. The Company will use reasonable efforts to inform the Customer of Charges that may apply, provided that the Customer will be responsible for Charges incurred under their account regardless of the Customer’s awareness of such Charges or the amounts thereof.

The Company may from time to time provide certain Customers with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and the Customer agrees that such promotional offers and discounts, unless also made available to them, shall have no bearing on the Customer’s use of the services or the Charges applied.

The customer may elect to cancel a request for Services at any time prior to the commencement of such Services, in which case they may be charged a cancellation fee.

After the Customer has received Services or goods from the Handyman, the Customer will have the opportunity to rate their experience and leave additional feedback. The Company may use the proceeds of any Charges for any purpose, subject to any payment obligations it has agreed to with any Handyman or other third parties.

In certain cases, with respect to Handyman, charges incurred will be owed directly to Handyman, and the company will collect payment of those charges from the Customer, on the Handyman’s behalf as their limited payment collection agent, and payment of the charges shall be considered the same as payment made directly by the Customer to the Handyman minus commission.

In such cases, the Customer retains the right to request lower charges from the Handyman for Services or goods received by the Customer from such the Handyman at the time they receive such Services or goods, and Charges the Customer may incur will be owed to the Handyman. The Company may respond accordingly to any request from a Handyman to modify the charges for a particular service or good.

This payment structure is intended to compensate the Handyman, if applicable, for Services or goods obtained in connection with the Customer’s use of the Services. The Company collects a platform charge for all call out and labour fees paid through its platform.

In all other cases, Charges the Customer incurs will be owed and paid to the Company or its affiliates, where the Company is solely liable for any obligations to the Handyman. In such cases, the Customer retains the right to request lower charges from the Company for Services or goods received from the Handyman at the time the Customer receives such Services or goods, and the Company may respond accordingly to any request from the Customer to modify the charges for a particular service or good.

The Customer understands and agrees that, while they are free to provide additional payment as a gratuity to any Handyman who provides them with services or goods obtained through the Company’s platform, the Customer is udder no obligation to do so. Gratuities are voluntary.

All charges are billed in South African Rand. Should a foreign debit/credit card be used to pay for any service, the payment is billed in the equivalent of the Rand, converted according to the rate on the day of the transaction..

1. **GUARANTEES AND WARRANTIES**

The Handyman shall complete the work to the reasonable satisfaction of the Customer according to acceptable standards of workmanship. All work shall be guaranteed against latent defects as a result of defective workmanship for a period of twelve (12) months from date of practical completion. Superficial cracks that may appear as a result of materials drying shall not be regarded as defects. Any claims in respect of defective materials shall be directed by the Customer to the Supplier and the Handyman shall assist in lodging the claim without assuming any liability.

1. **CLAIMS**

Any defects to the work shall be communicated to the Handyman within seven (7) days from the date of practical completion. The Handyman shall be afforded an opportunity to within fourteen (14) days from receipt of such claim to inspect the defects and/or workmanship which does not meet with the Customer’s approval and;

* If the Handyman is of the view that the work is of acceptable standard, they shall notify the Customer and the Company, in writing, of its findings as well as the reasons therefore.
* If the Customer does not accept the Handyman’s findings, the Customer shall be entitled, within a period of fourteen (14) days from the date of notification by Handyman, to refer the matter to arbitration to resolve the complaint. The Handyman may in their own discretion be entitled to appoint an architect of no less than ten (10) years’ experience in the Building and Construction Industry as an arbitrator. All costs in this instance will be for the Customer’s account.
* If the matter is referred to arbitration, the arbitrator shall be requested to complete his findings within a period of thirty (30) days and his finding shall be final and binding upon both parties.
* If the Handyman is of the view that the work is of unacceptable standard then any defects in the workmanship, the Handyman supplied materials, or damage to the work, or the premises which is as a result of defective material supplied by e thHandyman, or inadequate workmanship shall be repaired by the Handyman, within a period of fourteen (14) days, to the reasonable satisfaction of the Customer, at the Handyman costs.
* If the Customer does not notify the Handyman within seven (7) days of any defect in the workmanship and material, it shall be deemed to have been completed to the reasonable satisfaction of the Customer and the Customer shall have no further right of recourse against Handyman in respect of any repairs, or defects.
* If the Customer has a claim as a result of latent defects, he will address such a claim to the Handyman in writing, within the warranty period of twelve (12) months, setting out in detail the nature and extent of the latent defects.

1. **SUB-Handyman**

The Handyman shall be entitled to employ the Services of any sub-Handyman provided that the amounts payable to the sub Handyman are paid by the Handyman and that the sub-Handyman performs his mandate in terms of the same or similar conditions to that contained herein.

1. **GENERAL**

This agreement shall be governed in all respects by the Laws of the Republic of South Africa.

The terms and conditions contained herein, read with the nature and extent of the work and the costs reflected on the face hereof, shall constitute the entire agreement and shall not be varied unless same is reduced to writing, duly signed by, or on behalf of the Handyman and the Customer.

The Customer consents in terms of Section 45 of the Magistrate’s Court Act, 32 of 1944, to the Handyman instituting any action, or proceedings for enforcing any of its rights under this agreement in the Magistrate’s Court of any district having competent jurisdiction by virtue of Section 28 of the same Act. The aforesaid shall however not preclude the Handyman from instituting action in any division of the High Court which may exercise competent jurisdiction.

The Handyman shall be entitled to cede and assign any of its rights, or obligations under this agreement to any third party without prior notification to, or any consent of the Customer.

The parties choose their addresses specified on the platform hereof as its addresses for service of all legal process and any notice delivered by hand shall be deemed to be received on the day it is so delivered, alternatively if same is posted by prepaid registered post, then within four (4) days of date of actual posting of the notice.

1. **RETURN AND REFUNDS POLICY**

For the full terms for customer refunds, please read the [We Repair IT! Customer Refund Policy.](https://www.werepairit.co.za/customer-refund-policy/)

1. **PAYMENT OPTIONS ACCEPTED**

Payment may be made via **Visa, MasterCard, Diners or American Express Cards or by bank transfer** into the **We Repair IT!** bank account, the details of which will be provided at time of payment on the app.

1. **CARD ACQUIRING AND SECURITY**

Card transactions will be acquired for **We Repair IT!** via **PayGate (Pty) Ltd** who are the approved payment gateway for all South African Acquiring Banks. **DPO PayGate** uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and **NO** Card details are stored on the website. Users may go to [www.paygate.co.za](http://www.paygate.co.za/) to view their security certificate and security policy.

1. **CUSTOMER DETAILS SEPARATE FROM CARD DETAILS**

As**We Repair IT!** we do not store any card details which are entered by the client at time of booking a service on any of our platforms. Card information are entered onto DPO PayGate’s secure site, for more details on DPO PayGate please refer to [www.paygate.co.za](http://www.paygate.co.za/).

1. **RESPONSIBILITY**

The user agrees to hold the Company free from the responsibility for any liability or damage that might arise from all aspects relating to the transaction including services provided from its platforms, customer service, support and dispute resolution.

Neither the Company nor its affiliates or licensors are responsible for the conduct, whether online or offline, of any User of the services or Handyman providing a service. The Company and its affiliates and licensors will not be liable for any claim, injury or damage arising in connection with your use of the Services.

1. **COUNTRY OF DOMICILE**

This website is run by private company based in South Africa: **Repair and Maintenance Authority (Pty) Ltd.** trading as **We Repair IT!.**This website is governed by the laws of South Africa and **We Repair IT!** chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature.

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