## **Terms and Conditions**

These terms and conditions will apply to all work that is done by Friendly Handy<sup>®</sup>.

## Services

We agree to provide you with the services that are set out in the estimate. We will also provide you with someone who is suitably experienced to carry out the work.

You will pay us the fee for services, parking, tools and equipment hire.

Unless otherwise stated, the total estimate or fee are not liable for VAT.

You will pay all sums to us, without any deduction or set-off. You will do this 7 days from the date the invoice is sent.

If you default on your payment, we will charge interest and a fee to cover our cost.

We will, at our discretion and without prejudice, be entitled to suspend the service at any time.

Either party member can terminate any service with immediate effect, if either party commits a breach. We reserve the right to terminate any service if any sum remains unpaid within 7 days.

You, the customer will pay us any fees, charges, expenses and other fees that have been invoiced prior to giving notice. We will do this with charges, expenses and more in respect of the period. This will be up to the termination date with added tax if required.

We warrant that we will provide the services promised with a reasonable amount of care and skill. We will ensure that any warranties, terms and conditions are supplied in common law and that we also carry them out to the fullest extent.

Subject to the provisions, our entire liability or even breach of any contractual obligation will be limited to the aggregate of fees paid to us. This includes negligence that arises under or in connection with any of our services.

We will not be liable for any loss or damages however caused, and whether they are foreseeable or not. We will also not be liable for any loss of profit, business revenue or anything else of the sort, whether it is suffered by you or any other person for that matter. We will also not be responsible for any consequential, incidental, special, indirect loss. Any losses that do arise by the reason of an event or matter that is beyond our control that prevents our performance will not be taken responsivity by us either. We will however make sure that we do everything we can to either eliminate or overcome any such cause, and we will endeavour to resume performance of any obligations we have with a high level of speed.

We will not take responsibility for any losses that result from your own failure to comply and we will also not take responsibility for any recommendations we make. This includes defects in the fixtures, fittings, installations, goods, equipment or losses.

This includes any losses that result from the act or default as part of the personnel who are supplying the services if this arises from matters that are outside these terms.

Where it is agreed that parts and materials are going to be sourced by you, you retain full responsibility and you also agree that this is going to be done at your own risk. You also agree to reimburse in full for any loss that we might possibly occur.

Any materials that are supplied or even subject to the manufacturer's guarantee and warranty. You agree that we are in no way liable for any faulty items that may be installed if the issue was not apparent at the time of installation. If an item does happen to be faulty after installation, then you agree to contact the manufacturer and claim on the guarantee.

If an item does happen to be faulty before or at the time of installation, then you agree to contact the manufacturer and claim under their policy directly.

Nothing in these terms and conditions will exclude or restrict our liability for personal injury or death. This is especially the case if it results in negligence when we carry out our services.

These terms supersede any previous agreement or understanding between us in respect to the matters that are being dealt with. Herein, with the estimate, this contains the entire agreement between us. No amendments or variations will be effective unless they are recorded in writing and unless they are signed on. Both parties will need to sign and so will their representatives. These terms and any disputes that arise out of them will be governed and construed in accordance to the English Law.

These terms and conditions relate to the company known as Friendly Handy <sup>®</sup>. The name is trademarked and additional rules can be found in the privacy policy on the Friendly Handy <sup>®</sup> site. If you have any questions about our privacy policy, our terms and conditions or any other information that is listed on our site then please do get in touch with us. Our team would be more than happy to talk you through anything you might need to know.