

This Agreement is made on [please enter the date]

Between:

The Parties to the Agreement:

Rapid Response Tradesmen Limited; Company Registration Number 13905057 whose registered office is at:

8 Segedunam Business Centre, Station Road, Wallsend, NE28 6HQ. [THE COMPANY]

AND

[PLEASE ENTER YOUR FULL NAME AND ADDRESS]

[THE CLIENT]

1. The Company operates a same day service specifically to assist in the provision of services for emergency repair or maintenance.
 - i. The Company agrees to supply to the client, subject to the terms and conditions below, the details of a tradesperson or persons, suitably qualified to carry out work as specified by the client, in consideration for which the client will pay to the Company a payment [*Introduction charge*].
 - ii. The introduction charge is payable immediately and is non-refundable.
 - iii. Following payment of the introduction charge the client will be issued a booking number and the Company will within 24 hrs of the effective date arrange for a trades person to contact the client, thereafter relationship between the client and the Company will terminate.
 - iv. The client will acknowledge and agree that this Agreement is only in respect of the introduction and, for the avoidance of doubt, the Company carries no liability whatsoever for any acts or omissions either by accident or negligence of the trades person resulting damage, following the client's engagement of the trades person. The liability for such damage is of the trades person for which they will have the aforementioned insurance.
 - v. The Company will use its best endeavours to ensure that the skill set of the tradesperson matches the requirements of the client and further, that the tradesperson is fully licenced and carries a policy of insurance covering any liability incurred in any way whatsoever during the course of the proposed work. The client is responsible for the identification of the correct tradesperson for the proposed call out. If unsure the client should contact the company prior to finalising the agreement and/or the issue of the booking number.

- vi. Any faults, snags, leakage or otherwise malfunction occurring as a result of the work carried out must be reported within 72 hours beginning with the job completion time, quoting the booking number. Failure to report such malfunction within the specified 72 hr period may result in a further introduction charge being levied.
- vii. Any parts supplied by the customer and fitted by the trades person is not subject to any warranty.
- viii. Confirmation of the agreement will set out the name of the trades person and their expected time of arrival (ETA). Should the trades person not arrive within 60 minutes of their ETA the client is requested to contact the Company immediately. If for any reason the original trades person is no longer able to attend the client, the Company reserves the right to allocate a replacement trades person whom the Company warrant will be of a similar skill profile. In such circumstance the client will not be charged for any subsequent introduction.
- ix. Following the completion of the work the client will pay the trades person in respect of the work carried out (The *call out fee*). The call out fee is payable directly to the appointed trades person. The Company will not be responsible for any payments made directly to third parties.
- x. The client is at liberty to contract with the trades person for any further works or repairs not specified at the time of the initial engagement by way of a separate agreement with the trades person. Such further agreement will not in any way have any call upon the company and will be strictly between the client and the trades person.

2. Governing law and jurisdiction

- i. This Agreement, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation, shall be governed by and construed in accordance with the laws of England.
- ii. The parties irrevocably submit to the exclusive jurisdiction of the courts of England for the purpose of hearing and determining any suit, action or proceedings or settling any disputes arising out of or in connection with this Agreement and for the purpose of enforcement of any judgment against their respective assets.

3. Definition

- i. *Introduction Charge*; means the charge the client pays to the Company prior to any work being carried out in consideration for the introduction to a trades person whose skills and qualification matches the needs of the client.
- ii. *Call-Out Fee*; means the fee payable by the client to the trades person in consideration for the works carried out at the request of the client.
- iii. *Booking Number*; means the number the client is issued following payment of the Introduction Charge and should be quoted in all future correspondence referencing the booking.
- iv. *Effective Date*; means the date on which the provision of services start.
- v. *Services*; means emergency repair and or maintenance for domestic emergencies encompassing but not limited to, plumbing services, joinery service, roofing service.