

James Rickard – Trading as

The Handy Man Handyman Services

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General Terms and Conditions

This document constitutes an agreement between James Rickard, trading as 'The Handy Man Handyman Services', referred to here-on as 'our', 'ourselves', 'us', or 'we', and the client, referred to here-on as 'you', 'your' or 'yourself'. This document sets forth the expectations and obligations of ourselves to you in the provision of our service and yourself to us to facilitate the provision of these services. This document acts as an extension of the **contract of work**¹ and/or **any accepted quote**¹. In the event of conflicting terms and/or conditions, these 'General Terms and Conditions' take precedence².

Scope of Work

- All quotes and contracted works are subject to supplier price changes at any time.
- Quotes for tenders and/or works may not be inclusive of all requested deliverables³.
- Acceptance of the quote will not infer commitment to the requested start date(s) unless confirmed in writing⁴.
- Where rescheduling of planned work is required for any reason, rescheduling is not to affect other planned work. We take no responsibility for any delays caused by the rescheduling of the works. Further, any delays due to rescheduling will increase the agreed date of delivery by the respective amount of time.
- Works commence, and quotes and estimates are prepared with the presumption that all existing works meet Australian Standards and/or common practices and have also been completed with due care and diligence⁵.
- Works commence, and quotes and estimates are prepared without considering unforeseen circumstances⁵. Examples of unforeseen circumstances include, but are not limited to: unusual construction techniques, unseen services, and utilities, hidden obstructions and/or hazards, non-compliant works, and previous unlicensed works.
- For the purposes of compliance certificates, guarantees and warranties, works will only be considered complete after full payment of all invoiced amounts has been received⁶.

¹ Either written or verbal.

² Unless expressly agreed to in writing by our authorised representative or us.

³ Quotes only cover listed line items and deliverables, no further inclusions apply unless specifically stated in writing.

⁴ Where the commencement of work falls outside the period of validity for the quote or estimate, the invoiced amount for completed work may vary.

⁵ Contradictions to presumptions or unforeseen circumstances that directly affect the completion of planned works will require rectification at the client's cost.

⁶ Certificates can only be issued after works have been completed.

Payment and deposits

Payment and deposit terms

Works exceeding \$500 in value may require a deposit.

Value of Work	Deposit required
\$1000+	10% or cost of parts ⁷
\$2500+	20% or cost of parts ⁷

- Line items, prerequisite works or works that require a delay before continuation may constitute milestones for the purpose of invoicing progress payments.
- Line items may be invoiced in whole or in part as required.
- Progress payments will be required to be received before the continuation of the works⁸.
- Full payment is required at the time of completion of works or milestones unless other terms are expressly written in the **contract of work, quote or invoice**.

Payments may be made by

- Cash, where the total transaction value including taxes and government charges is less than AUD \$10,000.
- Bank Cheque – must be made payable to the legal business name or trading name as per invoice⁹.
- Personal Cheque – must be made payable to the legal business name or trading name as per invoice⁹.
- Bank Deposit – As per details on the invoice.

Failure to pay

- Unpaid invoices attract a monthly administration fee of 0.25 hours at the contracted labour rate¹⁰.
- Late payments and/or unpaid balances attract a 5% premium, compounding daily.
- Balances unpaid for 60 days may be allocated to a 3rd party debt collection agency.
- Invoices are only considered as 'paid' after payments are received.

⁷ Whichever is greater

⁸ Any delays in receipt of progress payments may delay the continuation and/or completion of works, including the issuance of compliance certificates. No responsibility is accepted for delays as a result of delayed progress payments. Any delays as a result of late or delayed progress payments will increase the agreed date of completion by the respective amount.

⁹ A dishonour fee of \$100 per failed/bounced cheque payment applies to check payments.

¹⁰ Labour rate of \$70/hr applies to all administrative charges related to billing, invoicing and collections.

Delays

We do not agree to make monetary reparations or concessions for delays unless otherwise agreed upon in the **contract of work**. Regardless of where monetary or other reparations are agreed upon, in the event of **failure to deliver (e.g. specific damages clause)**, the following conditions expressly nullify our responsibility under such agreements:

- Worksite conditions, including but not limited to
 - Crowded worksite.
 - Precipitation or moisture that may prevent works due to the risk of damage to persons or property.
 - Precipitation or moisture that prevents or hampers the completion of works within the planned timeframe.
 - Ground conditions that prevent or hamper access to the worksite for works and/or delivery of materials.
 - Adverse weather conditions, including temperature, wind and/or precipitation that prevents or hampers works.
 - Any unsafe work conditions.
 - Any conditions that hamper access to the site, either directly or indirectly.
- Emergencies and worksite incidents, including but not limited to
 - Accidents or death on the work site until any required post-incident actions are completed as required.
 - Any incidents involving the immediate family of us, our employees or subcontractors¹¹.
 - Any incidents on or off the work site that reasonably cause direct or indirect delays.
- Failure of suppliers, including but not limited to
 - Delivery of incorrect parts.
 - Failure to supply parts.
 - Dispute in invoiced supplier costs.
- Site obstructions, including but not limited to
 - Protests.
 - Traffic.
 - Other works/contractors – internal or external.
- Legal, regulatory, and compliance, including but not limited to
 - Work safe site checks and shut-downs.
 - Other government or regulatory body shut-downs e.g. DEPI.
 - Invalid or missing permits for commencement or completion of works.
 - Invalid or missing certificates for pre-existing works.
 - Invalid or missing engineer-signed plans for works.
- Payments
 - Failure to make progress payments.

The above nullification of responsibility applies in all cases and agreements, including but not limited to third-party contracts. That is, where we have signed a contract with you or your company inclusive of a **failure to deliver or specific damages** clause, these exclusions constitute our standard list of delays for which we cannot be held liable to any extent as they are beyond our reasonable control.

¹¹ On or off the worksite.

Safety

You agree to provide a workplace that is safe for workers, contractors, and sub-contractors in accordance with WorkSafe standards. The site and/or work area will be free of known hazards, or have hazards marked and management plans in place to manage risks¹². All due diligence must be made in inspecting and testing for hazards.

The site will be free of unmitigated hazards, including but not limited to

- Un-battened and/or unsupported trenches over maximum depth.
- Fall hazards.
- Unmarked hazards¹³.
- Unsafe corridors of travel, including uneven ground, incorrectly stored materials in pathways, traffic, or congestion.
- Dead or fallen trees (or trees that have a lean angle exceeding 12°).
- Trees or structures along planned trenches.
- Unlicensed structures.
- Overhead cables where not listed in the site safety plan.
- Sub-surface hazards including but not limited to
 - Non-listed services.
 - Hazardous contamination.
 - Any other below-ground hazards that may reasonably prevent work or pose a health and safety hazard to us or our employees and sub-contractors.

Site Access and Obligations

You agree to ensure access to us, our employees, our contractors, and our suppliers to the **site address** at the date and time specified in the **contract of work** or otherwise organized. Site access includes physical access as well as informational facilitation of works.

The site will be provided in a work-ready state; this includes being safe in accordance with **WorkSafe requirements** and free of delays to the maximum extent within your reasonable control.

Physical access

- You or one of your staff or representatives will be present to open any doors, gates, or other locks and disengage any security systems.
 - Or, provision of keys and/or security codes such that our employees and sub-contractors have direct physical access to the **site address**.
 - Your representative will be available to attend and ensure any doors, gates, or other locks and any security systems are correctly engaged.
- Adequate parking within or immediately adjacent to the worksite and within 50m of where works are to be performed.
- Access for delivery of materials onsite – This may include access for cranes and/or supplier vehicles to perform delivery.

Informational facilitation of works

¹² Including but not limited to any substance or material that is recognized as a hazardous material by WorkSafe, the Victorian Building Authority, DELWP or any other government or private industry standards or regulatory bodies.

¹³ Including exposed ground-level electrical cables and cables not more than 2.2m above ground.

Provision in writing (hard copy or digital), including but not limited to

- Permits and certificates.
- Plans (engineer signed).
- Verification of measurement and datum points.

You are responsible for organizing, sourcing, and providing any regulatory informational resources, such as the above-mentioned. You are financially responsible for sourcing and provision of any such resources that are necessarily required to complete works.

Failure to provide site access

- You must provide notice that a site is unfit for work 24hrs prior to attendance¹⁴.
- Notice of site unsuitability to be given in writing.

To ensure timely correction of any delays in relation to site access, we will ensure that notice of any conditions that render the site non-work-ready will be forwarded to you in a timely manner from the time that such comes to our attention.

Obligations

- You are required to make any supplies and/or materials that you have agreed to supply available at or prior to the required time.
- You will provide a work site free from other parties not critical to our works.
- You will ensure that any work agreed to be completed by yourself or third parties is completed prior to the commencement of our work and is up to the relevant standards.

Failure to meet your obligations as stated above may cause delays to us in the delivery or completion of works which we will not be liable for.

- In the event that you are unable to meet one or more of these obligations, you must provide written notice 24hrs prior to the attendance date, stating the delay and cause¹⁸.

¹⁴ Failure to provide 24hrs notice will result in a charge of 4 hours of labour per person planned on attending the site.

Liability

Warranty

- Rights to refunds and repairs are standard as per ACL and relevant government bodies.

Planning and Approvals

You agree that you have the appropriate legal authority to commission our services to the **site address** given in the **contract of work**. You agree that in the event that you do not have the appropriate legal authority to commission such work, you and any company or organization you represent will be held legally and financially liable to us for services rendered and any further action taken by the lawful representative of the work address¹⁵.

You are fully liable both legally and financially for all aspects of planning permits and certification, including but not limited to

- Information given on applications
- Fees for application
- Application to alter permits
- Provision of permits and certificates to us as required to complete works
- Commission of engineering drawings
- Provision of signed engineering drawings

Unforeseen

Earliest full disclosure

A mutual obligation exists between you and us for full disclosure of any factor that may affect time to complete, cost to complete, the legality of completion, site accessibility, the scope of work, or any other factor related to the provision of our services. This disclosure must be made as early as practicably possible.

Non-compliance

Where, during the course of works, existing services are found to be non-compliant, they may be disconnected or rendered inoperable as required by law. Optionally, where possible, the course of action may include the possibility of testing and legally commissioning services. All and any unforeseen work required for compliance and/or legal commissioning of existing services will be completed to the extent required by law at your expense; including, but not limited to

- Installing
- Replacing
- Testing
- Removing
- Disconnecting

Excavation

¹⁵ Including payment of any damages as a result of any legal action or proceedings and/or payments made to any parties to remove, undo or otherwise rectify the completed works to the standard demanded by the lawful landowner or property manager.

Works commence on and quotes and are made on the assumption of suitably pliable ground that can be dug reasonably by hand and/or excavator (as per quote).

Where ground conditions prove problematic, labour and/or subcontractor charges will increase as necessary to complete works¹⁶. This will include additional charges for labour and plant hire, machine upgrades where necessary, and additional time for excavation where specialist tools such as demolition hammers (either hand-operated or fitted to heavy machinery) are required.

Quotes are made on assumptions of suitable sub-surface back-fill material for any excavation work. In the event that excavated materials are not suitable for backfill, compliant backfill materials must be supplied at your expense. Excess excavation materials and excess back-fill materials will be left on site unless stated otherwise, you are fully responsible for disposal and/or expense of disposal of these materials.

We accept no liability, financial or otherwise where excavations cause geological instabilities resulting in structural damage to either your buildings or building in the control of 3rd parties. This applies to the maximum extent allowed by law.

Walls/fences

We accept no liability, financial or otherwise where works to walls or fences (structural or aesthetic) result in damage to any building or injuries to any persons (either within or outside of said building). This applies to the maximum extent allowed by law and includes, but is not limited to

- Walls or fences of sound construction
- Walls or fences with existing structural integrity faults
- Walls or fences suffering wood rot or insect damage
- Walls or fences of non-compliant construction

Roofs

We accept no liability, financial or otherwise where works to roofs (structural or aesthetic) result in damage to the building or injuries to any persons (within or outside of the building). This applies to the maximum extent allowed by law and includes, but is not limited to

- Roofs of sound construction
- Roofs with existing structural integrity faults
- Roofs suffering wood rot or insect damage
- Roofs of non-compliant construction

¹⁶ The judgement of ground conditions as 'problematic' is at our sole discretion. Conditions considered 'problematic' include but is not limited to rocks over 200mm in diameter, hidden debris, concrete obstructions, concrete exceeding 100mm thickness, excessive tree roots, hard packed soils beyond reasonable manual excavation.

Damages

You agree that for the commission of works all provided site plans have been checked for accuracy of data, measurements, and datum points. You take responsibility to ensure the locations of any below-surface infrastructure by contacting **Before You Dig Australia (BYDA)** and have verified the location of, or absence of, any hazards. In the event that hazards are encountered and/or damages incurred (including, but not limited to damage to public or private infrastructure) you agree to take full legal and financial liability for any claims, damages and/or legal charges that arise¹⁷.

Direct Damages

Direct damages that we expressly deny liability for (other than by negligence on our part) include, but not limited to

- Any form of direct damage where damage occurs after works are completed.
- Damage to structure and fittings in due course of works.
- Drilling glass (such as mirrors or shower screens).
- Drilling through ceramic or stone surfaces (such as marble or brick).
- Drilling through wood, plasterboard or other aramid-type substances.
- Heat damage from appliances, fittings, or pipework and ducting.
- Where fittings and appliances are installed correctly, and the fault is with/or caused by the fitting or appliance itself.

Indirect Damages

Indirect damages that we expressly deny liability for (other than by negligence on our part) including but not limited to

- Any form of indirect damage where damage occurs after works are completed.
- Water damage from the use of faulty fixtures or materials or where existing services or structures are in unserviceable condition.
- Damages to third parties or services structures resulting from works (not including negligence).
- Damage to public or private infrastructure services.
- Tripping and falls on or from any installed fixtures, fittings, or appliances when installed correctly in the specified location.
- Injuries to public transiting work site before, during, or after work. As the works are being conducted at your express request and by your consent, you are liable for any public liability injuries or concerns arising from works where we have taken due care and not acted in a manner reckless or negligent to your duty of care.

¹⁷ This is taken to apply even where us or any of our employees or subcontractors also contact BYDA or other relevant bodies for independent information.

Privacy

Personal and/or business identifying and financial information may be shared with 3rd parties to allow for the completion of works, including but not limited to

- Contractors
- Sub-contractors
- Government agencies
- Local council

Personal and/or business identifying and financial information may be shared with debt collection agencies to the extent required to satiate legal pursuit of unpaid balances.

Termination of Contract

Written notice of cancelation, amendment, or cessation of works must be received 24hrs prior to the effect of the notice. Failure to provide 24hrs notice of the above changes will result in a charge of 4 hours of labour per person we have allocated to the site (including managers, employees, and sub-contractors).

In the event of cancellation, amendment, or cessation of the **contract of work** by either party, you will be financially liable to pay all costs incurred by us to complete works up to the time the notice takes effect. You will be liable for all, but not limited to

- Billable costs of any labour¹⁸.
- Parts that have been ordered, delivered and/or installed.
- Auxiliary services already rendered (e.g. sub-contractor services).

All reasonable efforts will be made from the time of notice to cancel all work, parts and service orders to reduce billable costs.

¹⁸ Including but not limited to administration, management, site workers, and/or sub-contractors.