

GENERAL TERMS AND CONDITIONS OF AGREEMENT

These General Terms and Conditions of Agreement together with the applicable purchase order form a valid and binding contract between **Handy Scandy LLC** and Client (“**Contract**”).

By visiting or accessing the website known as www.handyscandy.com (“**Website**”), Customer automatically consents to the Terms and Conditions herein for use of the Website. Where Customer procures Services, then the terms herein relating to Services also become applicable to Customer. The terms of the Website are subject to change without notice.

By using Website Customer agrees to be bound by the General Terms and Conditions of Agreement and the Privacy Policy.

1. DEFINITIONS AND INTERPRETATION

1.1 Capitalized words in this Contract shall have the meaning below:

Business Day means a day (other than a Friday or Saturday) on which banks are open for general business in the UAE;

Customer means the individual or entity that is receiving or seeking to receive the Services under this Contract;

Contract Price means the price as set out in the Purchase Order, which is the value of the Contract payable by Customer to Handy Scandy for the performance of Services in accordance with this Contract and shall be fixed, subject only to adjustments expressly provided in the Contract;

Handy Scandy means Handy Scandy LLC a company domiciled in the United Arab Emirates, including its employees, representatives and authorised personnel, third party contractors or subcontractors or franchisees;

Force Majeure means any cause which is not reasonably foreseeable and is beyond the reasonable control and not due to omission, fault or negligence of Handy Scandy affected and which could not have been avoided by due diligence and the use of reasonable efforts. A Force Majeure circumstances includes, without limitation, acts of God, drought, flood, earthquakes, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, acts of terrorism, explosions, embargo, import restrictions and changes in laws, delays by subcontractors or suppliers of materials such that prevents or delays the performance of contractual obligations under the Contract;

Intellectual Property means trademarks, brands, patents, copyrights and design rights and applications for any of the foregoing and the rights to apply for any of the foregoing, and ownership of inventions, proprietary information and/or technical know-how and any other similar rights that is the ownership of Handy Scandy;



Party shall mean either Customer or Handy Scandy and **Parties** shall mean both Customer and Handy Scandy;

Purchase Order means purchase order, estimation or quotation or proposal issued by Handy Scandy to Customer that contain the commercial terms of Services, to which these General Terms and Conditions of Agreement form an integral part of;

Services means the services sought or availed by Customer and provided by Handy Scandy in accordance with the Contract; and **UAE** means United Arab Emirates.

- 1.2 In the event of inconsistencies between the provisions in the Purchase Order and the provisions in the General Terms and Conditions of Agreement, the provisions in the Purchase Order shall prevail to the extent of the inconsistencies.
- 1.3 Unless otherwise expressly stated, expressions used in all documents comprising the Contract shall have the same meanings as those given in these General Terms and Conditions of Agreement.
- 1.4 Unless the context otherwise dictates, words importing the singular shall include the plural and references to the male gender shall include the female and neuter genders and vice versa.
- 1.5 For the purposes of this Contract, “in writing” includes by email and any document which is set out in a hand held device and any signature on a hand held screen shall be treated as in writing.

2. SCOPE OF CONTRACT

- 2.1 Subject to Customer’s compliance with the terms of this Contract, Handy Scandy shall provide Services to Customer in accordance with the Contract. The Contract shall become valid and binding only upon Handy Scandy providing, and Customer receiving, the Services.
- 2.2 The Purchase Order, instructions provided by Customer, and all work authorizations issued with respect to Services, are governed by this Contract. This Contract supersedes any other terms appearing elsewhere and override and exclude any other terms stipulated or incorporated or referred to by Customer, whether these are Customer instructions or in any negotiations or in any course of dealings established between Handy Scandy and Customer, except where these terms are a schedule to this Contract.
- 2.3 If Customer represents and enters into this Contract on behalf of a third party requiring Services, such Customer shall be fully responsible and liable for the payment and other obligations towards Handy Scandy under this Contract, without

restriction, condition or limitation unless Handy Scandy has agreed otherwise in writing.

- 2.4 All descriptions, illustrations etc. contained in any catalogues, price lists or advertisements, or otherwise communicated to Customer, are intended merely to present a general idea of Services and nothing contained in any of them shall form a part of the Contract.
- 2.5 Unless agreed in writing between the Parties, Customer is responsible for the removal of all waste materials resulting from Services from site. Any skips ordered for the removal of household rubbish are to be paid for by Customer or are available as an additional, chargeable service from Handy Scandy, upon request.
- 2.6 For avoidance of doubt and in applicable circumstances, Handy Scandy shall not be liable for any fractures found in frozen pipes attended by Handy Scandy. Handy Scandy does not guarantee to clear blockages occurring in a frozen pipe or drains.
- 2.7 Handy Scandy shall not be responsible to supervise any third party sub-contractor whosoever, if hired by Customer on the site and Customer shall be solely responsible for such appointed third party sub-contractor.

3. PAYMENTS

- 3.1 Customer shall pay the Contract Price directly to Handy Scandy in lieu of the Services in a timely manner without delay, deduction, set-off or withholding. Payment shall always be made in advance (unless agreed otherwise in the Purchase Order), in cash, by bank transfer or debit/credit card (Visa, Mastercard, Maestro, or BACS). Payment details shall be submitted at time of booking Services and a sample transaction shall be conducted to validate payment method. Cheque payments shall be accepted if the Contract Price and payment due is over AED 2,000. **Failure to make payment of the Contract Price at scheduled intervals stated in the Purchase Order shall result in the Services being re-scheduled and a penalty equivalent to 10% of the Contract Price shall immediately become payable by Customer for extra costs related labour and material incurred by Handy Scandy due to the rescheduling of Services for default by Customer.**
- 3.2 The Contract Price shall cover all of obligations by Handy Scandy under this Contract, including the proper performance and completion of the Contract and the appropriate remedying of defects in the Services in accordance with the terms and conditions in this Contract.
- 3.3 **Services in excess of a valued Contract Price of AED 2,000 will require a deposit of 50% of the Contract Price payable by bank transfer in advance.** The balance Contract Price is payable on the last day of completion of Services. **Failure to pay the agreed deposit at least three (3) days prior to commencing Services shall result in the Services being re-scheduled and a penalty equivalent to 10% of the Contract Price shall immediately become payable by Customer for extra costs related labour and material incurred by Handy Scandy due to the rescheduling of Services for default by Customer.**

3.4 Handy Scandy shall not be required to issue or deliver any certificates, guarantees or other similar documents regarding the Services until payment of the Contract Price and any other payments due to Handy Scandy under this Contract has been paid in full.

3.5 Handy Scandy will seek to submit invoices to Customers on or prior to completion of Services and payment shall be made by Customer in accordance with clause 3.3.

If payments due under the Contract are not paid in accordance with this clause, Customer accepts and agrees to pay a fixed penalty of AED 100 for every five (5) calendar days of delay in payment from the due date.

3.6 **If payments due under the Contract are delayed for fourteen (14) calendar days beyond the payment due date, Customer accepts and agrees to pay a fixed penalty of AED 250 for every five (5) calendar days of delay in payment beyond fourteen (14) calendar days from the due date. Failing payment beyond fourteen (14) calendar days and in addition to the penalty stated in this clause 3.6, Customer shall be immediately and additionally become obligated to pay interest on the outstanding amount at an interest rate of 4% per annum or pro rata per month or part of the month thereof and this rate shall apply both before and after the issue of any legal proceedings undertaken by Handy Scandy against Customer to recover any unpaid sums.**

3.7 Handy Scandy reserves the right to charge a fee for collection of materials from its suppliers. If collection occurs whilst Handy Scandy is on Customer's site, the time taken will be treated as an addition to the Services and charged at the then current and relevant rate. If the materials are ordered for subsequent collection and delivery, charges may be made by Handy Scandy of AED 150 plus value added taxes. Materials shall be supplied at actual cost (less Handy Scandy discounts plus Handy Scandy normal mark-up to cover handling, stock maintenance etc.). Customer agrees to such charges.

3.8 Handy Scandy's current "Schedule of Rates" is available online or for inspection at Handy Scandy premises during normal business hours as well as on the website known as www.handyscandy.com. The Schedule of Rates specifies half hourly rates. Fees are always charged by the half hour, rounded up to the next half hour, subject always to a minimum charge of one (1) hour.

3.9 In circumstances where free or accessible parking is not available at Customer's site, Handy Scandy will add the cost of such parking to the Contract Price. Customer agrees to such costs without condition, limitation or restriction.

3.10 [If Customer makes a payment through the Website, the details that Customer is requested to submit will be provided directly to Handy Scandy's payment provider via a secured connection. The cardholder must retain a copy of transaction records and Contract.](#)

4. REFUNDS AND CANCELLATIONS

- 4.1 **Any cancellations or changes to bookings of Services may be made at least twenty-four (24) hours or more in advance; failing which, a cancellation fee of fifty percent (50%) of the cost of Services shall become payable.**
- 4.2 Cancellations or refunds shall not be permitted in the following cases:
- (i) Services have commenced or products are purchased by Handy Scandy for the Services;
 - (ii) Customer notifies Handy Scandy twenty four (24) hours prior to commencement of Services;
- 4.3 **If Customer wishes to cancel an appointment or Handy Scandy is unable to gain access to Customer's site to carry out Services, Customer will be liable to pay a minimum amount equivalent to the call-out charge and the charge due for the initial period of work time.** This shall apply irrespective of Services having been booked by Customer or by someone acting on Customers behalf e.g. tenant. **Customer agrees to such deductions from the deposit paid in advance.**
- 4.4 If Customer wishes to cancel Services pursuant to a Purchase Order accepted by Customer, Customer will become immediately liable to pay a penalty for costs incurred by Handy Scandy as follows:
- (i) a cancellation charge of five percent (5%) of the proposed Contract Price if the cancellation is made less than fourteen (14) calendar days prior to commencement of Services,
 - (ii) a cancellation charge of ten percent (10%) of the proposed Contract Price if the cancellation is made less than seven (7) calendar days prior to commencement of Services; and
 - (iii) a cancellation charge of twenty percent (20%) of the estimate price if the cancellation is made less than two (2) calendar days prior to commencement of Services.
- 4.5 Any refunds if approved by Handy Scandy, shall be refunded through the original mode of payment. In the event that Customer makes a payment after completing a transaction, the Customer has the option to call Handy Scandy on +971 52 167 5463 or e-mail info@HandyScandy.com for further discussion.

5. SERVICES

- 5.1 Dates specified for the commencement and completion of Services are estimates only. Handy Scandy shall use all reasonable endeavours to ensure that it will attend on the date and time stated in the Purchase Order or as agreed between the Parties. However, Handy Scandy accepts no liability in respect of non-attendance or late attendance on site or for the late delivery of materials or for any other Force Majeure circumstance. Customer waives any claims in this respect.
- 5.2 Customer shall provide clear access to its site in order to enable Handy Scandy to undertake Services and shall make all necessary arrangements with the proper persons or authorities for any traffic controls and signals or other permits or permissions

required in connection with undertaking Services. Customer is obligated to obtain any permission for Handy Scandy to proceed over property belonging to third parties. Keys collected to properties for Services to be undertaken shall be returned to the place of collection (unless agreed otherwise with the landlord or owner of the property).

- 5.3 Where applicable to drainage works, Customer will provide, if possible a plan showing drain layouts. If this is not available, Handy Scandy reserves the right to render additional Services, if blockages occur in drains not covered by the specifications or if it is necessary to trace unidentified drains to complete Services which shall be charged at the relevant applicable rate in accordance with its current 'Schedule of Rates', to which Customer agrees.
- 5.4 All Services undertaken shall be accompanied by either a written works order or a written instruction. Subject to clause 5.5, completion of Services shall be signed off by both Parties in writing and all balance payments shall be effected by Customer.
- 5.6 Customer shall inspect the completion of Services, as far as it is reasonably possible to do so immediately upon their completion (though failure to countersign the relevant 'Works Detail Sheet' shall not imply rejection of Services) and if it considers that Services or any part thereof are not completed in accordance with the Contract, it shall within seven (7) days from the date of inspection give detailed notice in writing to Handy Scandy of the deficiencies. In the absence of any such notice, Services shall be conclusively deemed to be complete and free from any defects, which would be apparent on reasonable examination.

6. ESTIMATES AND VARIATIONS

- 6.1 Any estimate which may be given either verbally or in writing by Handy Scandy is subject to withdrawal by Handy Scandy at any time before receipt of an unqualified acceptance from Customer and shall be deemed to be withdrawn unless so accepted within twenty eight (28) calendar days from its date of issue.
- 6.2 Unless otherwise specified by Handy Scandy LLC in the relevant estimate, an estimate is not a firm or fixed price quotation. It is an estimate of the likely minimum cost of the Works, based on the information made available to Handy Scandy. Handy Scandy's final price will be calculated on the basis specified in the estimate, if any, or if none, in accordance with Handy Scandy's Schedule of Rates applicable at the time the Works are carried out and may be increased above (but not reduced below) the specified price. Furthermore, Handy Scandy reserves the right to increase the price before carrying out the Works by an amount equivalent to any increase to Handy Scandy LLC in the cost of relevant materials, labour, equipment hire or transport since the date upon which Handy Scandy LLC estimate, written, emailed or oral, was given, save that if this would increase the estimated price by more than 10%, Customer may cancel the Contract provided it does so before the Works are begun, any relevant materials are ordered or any relevant equipment is hired.
- 6.3 No variation shall be effective against Handy Scandy unless agreed in writing by Handy Scandy.

6.4 Handy Scandy shall not be liable for any delays to access on the site or materials to be procured or provided by Customer or third party contractor or supplier hired by Contractor. Delays caused to Handy Scandy's commencement of Services shall cost Customer AED 2500 per calendar day of delay which Customer agrees to pay without delay, discount or deduction.

7. DEFECTS

7.1 Subject to Customer's compliance with this Contract, clause 2 and the exclusions listed below, Handy Scandy offers to repair or make good any defects in completed work that appear within six (6) months of completion of Services to the extent that such defect directly arises from a breach of Handy Scandy's obligations under the Contract and provided that details of the defect are notified by Customer to Handy Scandy's in writing with such period that Handy Scandy's and its insurers are given the opportunity of inspecting the work and the alleged defect. This offer shall only apply to Services carried out and completed and invoiced by Handy Scandy's and which are paid for by Customer by the due date for payment ascertained in accordance with this Contract. If Handy Scandy's attends the site at Customer's request to review a claim under this clause and it transpires the defect had not arisen as a result of a breach on the part of Handy Scandy, Handy Scandy reserves the right not to carry out any further work. In circumstances where Handy Scandy is unable to make an offer under this clause, Handy Scandy will use best endeavours to notify Customer. Exclusions applicable to this clause include but are not limited to:

- (i) Parts and materials will be provided only with the benefit of the manufacturer's / supplier's guarantee and are not guaranteed by Handy Scandy;
- (ii) Systems or structures not installed by Handy Scandy or are tampered with or damaged;
- (iii) Any recall arising from circumstances or factors known to Customer but not notified or disclosed to Handy Scandy prior to Services being undertaken;
- (iv) Defects resulting from misuse, willful act, or faulty workmanship by Customer or anyone working for or under the direction of Customer (other than Handy Scandy);
- (v) Structural defects encompassing but not limited to subsidence and its resultant effect;
- (vi) Damage to drainage systems caused by root penetration or any other outside force;
- (vii) Any roofing work where Handy Scandy advises that the overall condition of the roof is poor and is in need of more extensive work and the work undertaken involves less than 20% of the area of the roof; and

- (viii) Any work to repair an existing lock, or to fit any lock not supplied by Handy Scandy.

8. CUSTOMER'S REPRESENTATION AND WARRANTIES

8.1 Customer agrees, warrants and confirms as follows:

- (i) Customer is authorised and appropriately licensed and has received the relevant permits (where applicable and necessary) to enter into this Contract and receive the Services;
- (ii) Customer shall provide all necessary electricity, other related utilities and facilities and a clean water supply for Handy Scandy's execution of Services;
- (iii) Customer shall provide safe and clear access to Handy Scandy and its personnel and subcontractors to the site where the Services are to be performed and such site shall have the relevant security, safety measures and insurances required. Where Customer is using third party suppliers or subcontractors, it will ensure their services, materials and products are on the Site in a timely manner;
- (iv) It shall ensure the safety of both plant and machinery belonging to, or hired in by Handy Scandy or its employees, agents, franchisees and sub-contractors whilst providing Services at Customer's site and shall indemnify Handy Scandy against its loss, theft or damage;
- (v) Customer shall immediately inform Handy Scandy of any dangerous gases, liquids or other materials or of anything which Customer believes may present a hazard or danger to any person who is due to carry out Services prior to commencement of Services at Customer's site.
- (vi) Customer shall provide Handy Scandy with all necessary details in respect of any relevant requirements specified by site inspectors regulatory authorities;
- (vii) Payments shall be effected in a timely manner in accordance with the terms of the Contract or Purchase Order and shall not be subject to any delays, conditions, contingencies or limitation. Force Majeure is not applicable to Customer's payment obligations hereunder;
- (viii) Customer is not itself sanctioned by any local or international government entity nor does it deal with any individual or entity that is sanctioned by a local or international governmental entity;
- (ix) Customer agrees that its use of any information or materials on the Website is entirely at its own risk, for which Handy Scandy shall not be liable and it is Customer's sole responsibility to ensure that any products, services or information procured either through the Website or directly from Handy Scandy meet Customer's specific requirements.
- (x) Customer warrants the content of the Website pages are for its general information and use only.

9. INDEMNITY AND LIABILITY

9.1 Where Customer procures Services from Handy Scandy, Customer agrees it shall be liable for:

- (i) Any loss, damage or injury, whether direct or indirect or consequential, resulting from failure, violations or delays in the performance of Customer's (including

such caused by its nominated suppliers and appointed contractors or sub-contractors) obligations under this Contract or those obligations required in order for Handy Scandy to commence and complete Services in a timely manner;

(ii) Breach of its warranties under Clause 8;

- 9.2 Customer indemnifies Handy Scandy against all actions, suits, claims, demands, losses, charges, costs and expenses which Handy Scandy may suffer or incur in connection with a claim by any third party or by Customer resulting from a breach of Customer's obligations, undertakings, representations and warranties in connection with this Contract.
- 9.3 Customer indemnifies Handy Scandy against all actions, suits, claims, demands, losses, charges, costs and expenses which Handy Scandy may suffer or incur in connection with a claim by any third party or Customer resulting from Handy Scandy providing Services in accordance with this Contract.
- 9.4 Customer indemnifies Handy Scandy against all claims of whatsoever nature made by third parties arising out of the presence of Handy Scandy its employees, agents, franchisees or sub-contractors on Customer's property save where such claim results directly from negligence on Handy Scandy's part. Customers shall be liable to Handy Scandy for all loss of damage whether direct, indirect or consequential which is suffered by Handy as a result of failure or delay by Customer in performing the obligations referred to above.
- 9.5 This Contract sets out Handy Scandy entire liability in respect of Services and Handy Scandy liability under them shall be in lieu and to the exclusion of all other warranties, conditions, terms and liabilities, expressed or implied, in respect of Services and the quality thereof.
- 9.6 Handy Scandy's liability shall be limited to the value of the Contract Price in the aggregate.
- 9.7 Handy Scandy shall not be responsible for any loss Customer or any third party may incur due to: 1. Any instruction or information sent to Handy Scandy in error, or that may have failed to reach us, is distorted or incorrect 2. Payment is refused or declined by the credit/debit card supplier for whatever reason 3. Handy Scandy cannot accept liability if payment is refused or declined by the credit/debit card supplier (due to Customer quoting incorrect card details or other reasons).

10. FORCE MAJEURE

Handy Scandy will use all reasonable endeavours to undertake Services in a timely manner as agreed in the Purchase Order however shall not be under any liability to Customer in case of Force Majeure circumstances, in which case the Services shall be delayed or suspended depending on the nature of the Force Majeure circumstance. For avoidance of doubt, Force Majeure shall not affect Customer's payment obligations under this Contract.

11. MISCELLANEOUS

- 11.1 Any communication between the Parties shall be by email in writing.
- 11.2 If any provision set out in this Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions and the remainder of the provisions held invalid shall not be effected.
- 11.3 The terms of the Contract shall not be shared by Customer with any third party.
- 11.4 Customer acknowledges that Handy Scandy has not made any representations (other than any expressly stated in the Contract, which have induced it to enter into the Contract.
- 11.5 Nothing herein prevents Handy Scandy from appointing subcontractors to undertake the Services to the extent required in which case it will inform Customer only to the extent necessary to do so in the reasonable opinion of Handy Scandy.
- 11.6 This Contract forms the entire Contract between the Parties. No modification to the Contract shall be effective unless made by an express written agreement or email exchange between the parties. The signing on behalf of Handy Scandy of any documentation of Customer shall not imply any modification of the Contract.
- 11.7 No failure to exercise, or any delay in exercising, any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 11.8 Where any terms or provisions of this Contract shall for any reason be held invalid, illegal or unenforceable in any respects, such invalidity, illegality or unenforceability shall not affect any other terms or provisions hereof, and this Contract shall be interpreted and construed as if the terms or provisions concerned had never been contained herein.
- 11.9 This Contract shall be governed by the laws of the United Arab Emirates and the Parties agree that any disputes under the Contract shall be referred for resolution to the courts in the Dubai International Financial Center for resolution.