

The Handyman Service Contract

This **AGREEMENT** is made this..... day of between
..... of
..... (hereinafter called the *Client*), and
of (hereinafter called the *Contractor*).

WHEREAS the client is desirous of having certain works (as described in the Schedule hereto), carried out on the premises situated at

IT IS HEREBY AGREED that:

1. **TERMS AND CONDITIONS**

- (a) The Contractor shall carry out and complete all works indicated in the schedule to this contract in good substantial and workman like manner.
- (b) The Contractor shall complete the works within the time specified under the Contract Period, or any such extension of time as may be agreed upon by the Client thereafter.
- (c) Any works not included in the schedule of works shall be deemed to be VARIATIONS TO CONTRACT and all terms and conditions of the original contact shall apply.
- (d) The Client agrees to pay to the Contractor the Total sum of \$.....
(.....), as follows:
 - I. \$..... (.....)
upon the signing of this contract, which represents 10% of the total price; and
 - II. \$..... (.....)
upon full completion of the works in accordance with the terms and conditions of this Contract.

2. **CONTRACT PERIOD**

- (a) DURATION OF WORKS
- (b) COMMENCEMENT DATE
- (c) COMPLETION DATE
- (d) The Client shall extend the Contract period by a fair and reasonable amount of time if the Contractor:
 - i. Has to spend extra time on the work as a result of variations in the schedule of works.
 - ii. Cannot finish on time for reasons beyond his control, including any delays caused by the Client.

3. **VARIATIONS TO THE CONTRACT**

- (a) The Client reserves the right to vary the contract, during the period of this Contract and it is only the Client that can change the work details of this Contract.
- (b) The Contractor is bound to carry out any such variations as directed by the Client. The Client agrees to reasonably compensate the Contractor for any additional labour required of the Contractor as a result of variations made by the Client.
- (c) The same terms and conditions of payment under this contract apply to Variations of Contract.

4. **SUB-CONTRACTING**

Sub-contracting of the works is not permitted without the consent of the Client, unless this was agreed upon prior to the commencement of such works.

5. **MATERIALS**

- (a) All materials supplied by the Client shall remain the property of the Client.

(b) Where the Contractor supplies materials and the Contract does not include the supply of the same, the Contractor shall provide invoices to show the extent of supply and the Client is bound by this contract to reimburse the Contractor in the sum stated on the invoices submitted.

6. TERMINATION OF THE CONTRACT

- (a) The Client may terminate this Contract if the Contractor:
 - i. is absent regularly in the performance of his contractual obligations; or
 - ii. does not meet the agreed date of completion; or
 - iii. is incompetent or negligent in the execution of his contractual obligations; or
 - iv. if the works executed are of an unacceptable quality and standard and the Contractor does not correct the matter upon notice of the same.
- (b) The Contractor may terminate this Contract if the Client:
 - i. fails to pay any amount due, without giving a reasonable explanation;
 - ii. Prevents or obstructs the Contractor from the performance of his contractual obligations

7. EFFECT OF TERMINATION ON COMPENSATION

- (a) In the event that the Client terminates the Contract, he will be obligated to pay the sums due to the Contractor for that part of the works completed.
- (b) In the event that the Contractor terminates this Contract, the Client will be obligated to pay for the works properly executed.

Signed for and behalf of:

THE CONTRACTOR
Signature

Witnessed by: DATE:.....

THE CLIENT
Signature

Witnessed by: DATE:.....

SCHEDULE

This Schedule of Works shall be drafted according to the scope of works agreed upon by the Contractor and Client and as such will vary for each job.

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Variations to contract **Dated:**

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SIGNATURE (1)
SIGNATURE (2)
SIGNATURE (3)