

HANDYMAN
guru

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جورور

OFFICE-702, D2 TOWER,
AL BARSHA 1, DUBAI, UAE

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ANNUAL MAINTENANCE CONTRACT AGREEMENT

This Contract Agreement is made this Date: _____ between

Company: **HANDYMAN GURU TECHNICAL SERVICES LLC**
Location: 702, D2 Tower, Al Barsha 1,
DUBAI, UNITED ARAB EMIRATES
Contact: 0558810941
Email ID: rickyjaiswal@handymanguru.com
(Hereinafter called as "First party" in the contract)

AND

Client:
Location:

Contact:
Email ID:
(Hereinafter called the "Second Party" in the contract)

The first party and the second party will hereinafter also be referred to as a "Party" each and "the Parties" jointly.

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SUMMARY:

MAINTENANCE CONTRACT SERVICES			
Service Type	Service Description	Frequency	AMC Coverage
Reach Us	Via WhatsApp & Email	8AM -8PM	✓
Response Time	Emergency* (90 min)	8AM -8PM	✓
	Non-Emergency** (5 hr)	8AM-4:30 PM	✓
Call Out	Emergency	Unlimited	✓
	Non-Emergency	Unlimited	✓
Initial Inspection	Detailed MEP Inspection report of the Property.	1* per year	✓
AC Service	Routine Inspection and Servicing of Air-Conditioning system	3* per year	✓
Tank Cleaning	Car-Port Under Ground Tank Cleaning (1 nos)	1* per year	✓
Labor	Qualified and experienced Technician	On Demand	100/- per Hour
Coil Cleaning***	Coil Jet Power Machine	On Demand	20% Discount
Duct Cleaning***	Roto-Brush Power Machine	On Demand	20% discount
DIY	Carpentry and DIY work	On Demand	100/- per Hour
MAINTENANCE CONTRACT PROPOSED AMOUNT****			

All Price and charges under AMC Contract is VAT EXCLUSIVE.

**** Proposed amount is based on ___ Units of AC.

*** **Coil Cleaning:** Additional charges will levy if coil needs manual cleaning (after Inspection Report)

** **Non-Emergency:** Reduced or intermittent AC cooling, leakage, abnormal sound or smell.
Failure of Electrical socket & switches, tripping of a DB breaker affecting a limited area.
Contained water leak within the property or limited reduction in water pressure.

* **Emergency:** Complete failure of a AC unit- either no cooling or full power failure.
Complete interruption of power supply to one floor or more within a villa or a full apartment.
Major water leak interrupting of water supply or significant reduction in water pressure

1. DEFINITIONS

- 1.1 **AC** - Air Conditioning.
- 1.2 **AC UNIT** - Unitary system for creating air conditioning- Can be defined by types known as gas split or package system, chilled water or individual fan control unit within an AC multi-system.
- 1.3 **ANNUAL MAINTENANCE CONTRACT / A.M.C.** - An agreement between a First Party and a specified customer to provide specified maintenance services over a 12-month period.
- 1.4 **ROUTINE MAINTENANCE** - Regular scheduled maintenance to ensure optimal working order of the AC, Electrical & Plumbing systems.
- 1.5 **CORRECTIVE MAINTENANCE** - Scheduled works following a hardware problem or system breakdown to rectify the failure.
- 1.6 **MEP** - Mechanical, Electrical, Plumbing.
- 1.7 **AC SERVICING** - Routine maintenance of AC units by a qualified HVAC maintenance technician to ensure good working order.
- 1.8 **AC EMERGENCY** - Complete failure of a unit- either no cooling or full power failure.
 - **AC EMERGENCY ARE ONLY BETWEEN 8AM –TILL 8PM, After working hours if technicians are available we will send them but there will be an emergency fee of DH 150/- call out and Dh 150/- per hour labor (non-contract clients DH 300/- emergency call out).**
- 1.9 **AC NON- EMERGENCY** - Reduced or intermittent cooling, leakage, abnormal sound or smell
- 1.10 **ELECTRICAL EMERGENCY** - A complete interruption of power supply to one floor or more within a villa or a full apartment.
 - **ELECTRICAL EMERGENCY ARE ONLY BETWEEN 8AM –TILL 8 PM, , After working hours if technicians are available we will send them but there will be an emergency fee of DH 150/- call out and Dh 150/- per hour labor (non-contract clients DH 300/- emergency call out).**
- 1.11 **ELECTRICAL NON-EMERGENCY** - Failure of sockets & switches, tripping of a DB breaker affecting a limited area of the property.
- 1.12 **PLUMBING EMERGENCY** - A major water leak within the property, an interruption of water supply or significant reduction in water pressure through multiple outlets
 - **PLUMBING EMERGENCY ARE ONLY BETWEEN 8AM –TILL 8 PM, , After working hours if technicians are available we will send them but there will be an emergency fee of DH 150/- call out and Dh 150/- per hour labor (non-contract clients DH 300/- emergency call out).**
- 1.13 **PLUMBING NON-EMERGENCY** - A minor contained water leak within the property or limited reduction in water pressure
- 1.14 **STANDARD BUSINESS HOURS** - 8am-4.30pm Saturday to Thursday. All other time periods shall be considered OUTSIDE OF STANDARD BUSINESS HOURS.

2. THE ESSENTIAL PRE-CONTRACT MEETING

- 2.1 Prior to signing a contract, a member of Handyman Guru Technical team will visit the property for detail inspection to confirm the number of AC units, AC & MEP condition and to check that they all are working correctly.
- 2.2 Detailed Inspection report generated by technician at the end of inspection attracts 100dhs per Hour.
- 2.3 All diagnosis charges will be discounted from the final Annual Maintenance Contract invoice.
- 2.4 All units must have defective hardware replaced and confirmed to be in good working order by Handyman Guru prior to contract commencement.
- 2.5 In-case where client wishes to go ahead with the contract; quotation will be sent to client's registered email ID for Corrective Maintenance; Contract can be activated only after receiving a full quote amount and AMC Fees all together.

3. SCOPE & SCHEDULING OF ANNUAL MAINTENANCE CONTRACT WORK

As part of our standard annual maintenance contract, Handyman Guru Maintenance Team will conduct routine maintenance and servicing of your property based on the outline below:

3.1 THE DETAILED INSPECTION & FIRST AC SERVICE

- i. A qualified technician will attend the 1st full property AC service within TWO weeks and additionally undertake Corrective Maintenance work as mentioned in point 2.5 of the property.
- ii. If any hardware items (excluding the list detailed below within CONTRACT INCLUSIONS) need replacing, there will be a charge for PARTS. Labor will be provided at discounted rate @ aed 100/- per Hour.

3.2 AC- ROUTINE SERVICING SCHEDULING

- i. AC Servicing x 3 Times per year - Every 4 months
- ii. Upon signing of agreement and receipt of payment, the bookings team will schedule preventative visits through our booking system (3 visits per year in total). Customers will be reminded of schedule dates by phone, email or WhatsApp message.

3.3 OUT OF HOURS EMERGENCY CALLOUT SCHEDULING

- i. First Party will endeavor to provide maintenance services outside of business hours on a reasonable endeavors basis but shall not be liable for any loss/damage/claim arising out of a failure to do so.
- ii. Any services provided outside of business hours should also be conditional on the granting of suitable access rights to the First Party and its staff.

4 MATERIALS AND LABOR FEES

- 4.1 Only suitable materials of equal or better quality than those originally installed will be used to effect repairs.
- 4.2 First Party will add a markup on material market rate.
- 4.3 Any spare parts or replacement items will be invoiced separately after being approved by the Client.
- 4.4 To guarantee an effective work without delay, unless otherwise specified in the Contract Agreement, **jobs below a net value of 350 AED will not require any written approval by the Client.**

5 CONTRACT AGREEMENT TERMS

5.1 CONTRACT INCLUSIONS

- i. In the event of hardware failure during an annual maintenance contract, Handyman Guru will quote and charge for any materials not in this section.
- ii. Parts & materials included within the Annual Maintenance Contract without additional charge:
Plumbing- Garden Tap, Garage Tap, flexible hoses,
AC- Capacitors, R22 Gas Top-up.
- iii. Based on the contract inclusions listed above, Maintenance requires the operation of the AC, plumbing and electrical equipment to be undertaken with reasonable care and caution within the contracted property. On discovering any defect, we request our clients to take all reasonable measures to contact us immediately thereby limiting any damage before the arrival of Maintenance technicians.

5.2 CONTRACT EXCLUSIONS

The following services are expressly excluded from the scope of this contract and it will be chargeable at call out rate:

- i. Any issues related to the main power and water supply, sewerage and telephone services will be the responsibility of the local authority/provider;
- ii. Any high DEWA bill complaint. First Party will not be liable in case of high DEWA bill; however, in case of persistent water leakage (above the ground/underground) First Party can investigate, rectify and resolve the water leakage with additional charges;
- iii. Any water leakage problem and/or electrical tripping/blackout related to Force Majeure (like earthquake and special weather conditions like heavy rain, hailstorm, windstorm etc...)
- iv. Any water leakage problem related to concealed pipelines or external drainage (like rain drain pipe)
- v. Any removal and/or re-installation of false ceiling required to make access in order to carry out any MEP works;
- vi. **Scaffolding installations/dismantling or man-lift rent charge to replace high ceiling light fitting and bulbs;**

vii. All replacement hardware for AC, electrical or plumbing not listed above within the Contract Inclusions section are not covered under this agreement. Parts required to restore equipment to efficient operating capacity will be quoted and charged accordingly, and labor to install these items will be provided discounted rate @ aed 100/- per hour. Examples of these items include but are not limited to:

- 1) **Plumbing Fixtures** - Pump, pressure kit / vessel & switches, taps, shower head & hoses, WC flush & sprayer, water heater, WC bowl/cistern, float valve & foot valve, angle valves, gate valves, garden taps, electrical float switches, sink, bath & kitchen wastes, washing machine hoses, WC waste connectors
- 2) **Electrical Fixtures** - Sockets, switches and other components within the distribution board. Replacement light bulbs, ballasts, transformers & starter motors, interior & exterior cable, bulb holders & fittings. Maintenance contracts do not include electrical faults occurring within exterior fittings, gardens or irrigation systems.
- 3) **AC Hardware** - Compressors, thermostats, fan motors & blades, actuator valves & motors, transformers, insulation tape & adhesive, filter driers & strainer, Contactors.

6 HARDWARE INSTALLATION TERMS

6.1 First Party will endeavor at all times to expedite the sourcing of materials; however, First Party is not responsible if materials are unavailable in the market. However, First Party shall not be held liable in cases where parts are unavailable.

6.2 First Party does not offer any warranty on any materials or parts supplied except those coming from the manufacturer/supplier if applicable.

6.3 In the event, First Party team recommend changing a component part and a customer chooses not to replace this item within 15 days of notification, or to have it installed by another company, the full hardware unit will no longer be considered to be under warranty.

6.4 In the event a customer chooses not to replace parts and as a result additional damage occurs, First Party will not be held responsible or liable for said damage however caused.

6.5 In case Client will provide materials from his side, First Party will not be held liable for any fault that might be related to the quality of the materials provided right after the installation. Additional call out charges will be applicable if the parts or materials provided by the Client will get damaged due to the poor material quality

7 GENERAL TERMS AND CONDITIONS

7.1 First Party shall be provided with free use of water and electricity from the customer side and free access to any part of the premises involved.

7.2 Any complain after job completion must be communicated in writing to First Party by sending email (rickyjaiswal@handymanguru.com) or via WhatsApp on 0558810941 within 24 hrs.

7.3 First Party will not be responsible in-case of any damage occurred due to property structural problem or due to unpredictable force majeure events (earth quake, weather condition like windstorm, sand storm etc.).

7.4 Should a customer need to cancel an active contract, First Party will refund 75% of the remaining value of the contract on a pro rata monthly basis.

7.5 In the event of a contract or legal dispute, First Party reserves the right to cancel or pause the contract until a resolution has been made without liability.

7.6 Handyman Guru Technical Services LLC reserves the right at our discretion to cancel any contract irrespective of reason and without liability by offering 30 days' notice or a 100% pro-rata refund from the cancellation date.

7.7 Irrespective of the cause of termination, the parties agree that this Agreement shall terminate by way of mutual consent without the need to obtain a court order.

8 PAYMENT TERMS

- 8.1 Full contract payment is required in advance.
- 8.2 Payment can be made by cash, cheque, bank transfer or credit card.
- 8.3 Any additional hardware replacement amount must be paid for on completion of the installation.
- 8.4 In the event that the hardware replacement value exceeds 2,000dhs, a 50% deposit is required to source parts with the balance payable upon completion of the installation.
- 8.5 In the event that a contract has expired, service will proceed at non contract client Call-Out Rates as per below details:
"1st Hour Call-Out Rate" (5% VAT excluded) for Non Contract Clients for the 1st hour: 250dhs/-
"2nd Hour Call-Out Rate" (5% VAT excluded) for Non-Contract Client from 2nd hour onwards: 150dhs.

9 GOVERNING LAW AND JURISDICTION

- 9.1 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be subject to the exclusive jurisdiction of the Courts of the Dubai. This contract shall be governed by and construed in accordance with the law of the Dubai.

I have read, understood and acknowledge all the terms and conditions of the contract.

Client Signature:

for HANDYMAN GURU TECHNICAL SERVICES LLC

Date: ___ / ___ / ___

Date: ___ / ___ / ___