

Terms and conditions – Vålhemma Husservice AB

Vålhemma Husservice AB
Övrakulla 153
59892 Vimmerby
Organization number: 559366-1399
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Article 1; Definitions

Contractor – Vålhemma Husservice AB, in other words; the executing party.

Client – Every person who has commissioned Vålhemma Husservice AB to perform work, as agreed to in the relevant proposal/order confirmation.

Assignment – The work as agreed to in the order confirmation.

Article 2; Applicability of these conditions

These terms and conditions apply for all agreements between contractor and client, on which the contractor (Vålhemma Husservice AB) has declared these terms and conditions applicable. Exception to this only applies when both parties have agreed on different conditions together.

Article 3; Quotations

Quotations made by the contractor are obligation free. The quotations are valid for a period of 30 days, unless stated otherwise in the quotation. Prices are including VAT, unless otherwise agreed on. When the client has approved the quotation, by signing it and e-mailing it, the assignment is approved. The cancelation policy now applies.

Article 4; Delivery and cancellation conditions

4.1; Delivering time and implementation

4.1.1 The delivering time and date of the assignment is set in the order confirmation, or it will be agreed in writing on a later moment. The contractor is obligated to carry out the work within the prescribed period. Exception to this is when the client does not provide the necessary recourses in time, for example access to the property or when the object is being rented out last minute without notifying the contractor.

4.1.2 The contractor cannot be held responsible, when the start or progress of the work is delayed due to negligence of the client. In that case, the contractor has the right to cancel the order and to terminate the previously agreed agreement.

4.1.3 If the contractor is not able to carry out the assignment in time due to unforeseen events (events which are beyond control of the contractor), he must report this to the client as soon as possible, both vocal and in writing. A new agreement for delivery will be made in writing.

4.1.4 In the event of late delivery of the services or products by the contractor or when the client is dissatisfied, the client must give the contractor written notice of default.

4.1.5 The contractor reserves the right, if circumstances so require, to have certain activities under the agreement performed by third parties.

4.1.6 The contractor has the task of organizing the planning of the various assignments in such a way that work can be done as efficiently as possible and that all assignments can be completed on time. This means that we must keep our planning somehow flexible and that certain services can be moved forward or back by a day, of course only if this has no direct consequences for the client. For example it can be that we make our planning for the lawn mowing and we give you the week number in stead of a specific date. We plan the exact date a week ahead.

4.2; Cancellation conditions

4.2.1 After signing the order confirmation, or an written confirmation by e-mail, the agreement is concluded and the contractor will make every effort to properly execute the order.

4.2.2 When the agreement is canceled within 1 month before the start of the assignment, the contractor has the right to charge any costs already made, for example purchased materials.

4.2.3 When the agreement is canceled within 1 week before the start of the assignment, a percentage of 25% of the total sum from the order confirmation will be charged. This is to cover the costs already made and/or for the inability to accept other assignments for that time frame.

Article 5; Liability

5.1.1 In the event of defects or dissatisfaction of the implementation, the customer must report this in writing to the contractor as soon as possible, but no later than 14 days after delivery.

5.1.2 In that case the contractor will come to observe the situation and look for a suitable solution together with the client. Any agreements made in this regard, will be put in writing by the contractor and sent to the client.

5.1.3 In the case of renovation and maintenance jobs, the contractor provides the client with a warranty on the products, which is equal to the warranty conditions of the supplier of these products. This warranty expires when damage is the result of incorrect handling by the client.

5.1.4 If the client and the contractor cannot come to an agreement after a complaint, one of the parties can choose to have the conflict resolved by a judge. When taking this to court, this always must be a Swedish judge, since the work has been practiced in Sweden. When a judge from another country is called in, the contractor is not responsible for any costs made. These costs will be the clients responsibility.

Article 6; Retention of title

6.1.1 The goods delivered by the contractor remain the property of the contractor until the client has fulfilled all the obligations which are included in the agreement with the contractor.

6.1.2 The contractor reserves the right, if these obligations are not fulfilled, to remove or have removed the materials already delivered.

Article 7; Down payments and payment terms

7.1.1 Payment must be made within 14 days after issuance of the (final) invoice by transferring the amount to account number SE22 6000 0000 0008 7760 4541 in the name of Vålhemma Husservice AB and stating the invoice number and OCR number.

7.1.2 If the period of 14 days has passed and payment has not been made, you are in default. You will receive a payment reminder from us, in which you will be informed of the late payment of the amount still due. You will have another 14 days to pay the amount still owed + 100 SEK administration costs. After the expiry of these 14 days, an interest of 10% per month will be charged.

7.1.3 When materials must be purchased by the contractor for the implementation of the agreed assignment, a deposit of 50% of the total sum of the agreement will be requested. This down payment must be paid to the above-mentioned account number no later than 1 month before the starting date.

7.1.4 In the event of failure to pay the deposit, the same arrangement as referred to in Article 7.1.2 applies. When the down payment is not payed before the start date, the contractor has the right to postpone the start date.

Article 8; Key and caretaker service

When Vålhemma Husservice AB needs to be in possession of a key of the property where the work must be practiced, both Vålhemma as the client will sign a 'key-form'. This form states that Vålhemma has the right to enter the property. Vålhemma wil act responsible at all times with the handling of the key and we will only enter the property when an order has been issued. We assume there will be mutual trust. If not, please notify us.