

TRUESTONE EXTERIORS LTD

TERMS OF BUSINESS AND CONDITIONS OF SERVICE

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COMPANY INFORMATION

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1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these Terms, unless the context requires otherwise, the following definitions apply.

Access Credentials

Any physical, digital or electronic means of obtaining authorised access to a Property, including keys, key fobs, access cards, key safes, lockboxes, gate controls, barrier controls, alarm codes, security passes, mobile applications, biometric authentication, digital credentials or any other authorised method of entry.

Agreement

The legally binding agreement between the Company and the Customer comprising, where applicable:

- a. any signed Contract or Service Agreement;
- b. the accepted Quotation;
- c. any Membership Agreement;
- d. these Terms; and
- e. any agreed Variation.

The Customer's acceptance of a Quotation constitutes an offer to purchase the Services. The Agreement is formed only when the Company accepts that offer by confirming the booking in writing, accepting payment and confirming the booking, or commencing the Services.

Business Records

Any quotation, invoice, report, inspection record, certificate, risk assessment, method statement, photograph, video recording, correspondence or other record created or retained by the Company in connection with the Services.

Chemicals

Any detergent, treatment, cleaning agent, biocide, surfactant, sodium hypochlorite solution, degreaser, rust remover, graffiti remover, sealant or other chemical product used by the Company in providing the Services.

Commercial Customer

A Customer acting wholly or mainly for purposes relating to their trade, business, craft, profession, public function or organisational activities and who is not a Consumer.

Company

TrueStone Exteriors Ltd, the legal entity providing the Services.

References to the Company include its authorised Personnel where the context requires.

Company Policies

Any policy, procedure, handbook, management system, risk assessment, method statement or operational document adopted by the Company from time to time.

Consumer

An individual acting wholly or mainly for purposes outside their trade, business, craft or profession.

Customer

The Consumer or Commercial Customer entering into the Agreement with the Company.

Where more than one person enters into the Agreement, each Customer shall be jointly and severally liable for all obligations arising under the Agreement, to the extent permitted by law.

Force Majeure Event

An event beyond the reasonable control of the affected party which prevents or materially delays performance of its contractual obligations, including severe weather, flooding, fire, epidemic, pandemic, industrial action, terrorism, civil unrest, utility failure, supplier failure, equipment failure, vehicle breakdown, cyber incidents or government action.

An event shall not constitute a Force Majeure Event merely because performance has become more difficult or expensive.

Materials

Any products, consumables, replacement parts, jointing compounds, polymeric sand, sealants, fittings or other materials supplied or used by the Company in providing the Services.

Membership

A recurring maintenance agreement offered by the Company, including Bronze, Silver, Gold, Platinum, Platinum+ or any replacement package introduced by the Company.

Membership Agreement

The written agreement or accepted Quotation setting out the Membership Services, pricing, payment frequency, Minimum Term and any other applicable terms.

Minimum Term

The initial fixed Membership period stated within the Membership Agreement.

Personal Data

Information relating to an identified or identifiable individual as defined by applicable data protection legislation.

Personnel

The Company's directors, employees, workers, apprentices, subcontractors, consultants, agents and authorised representatives.

Property

The premises, land, building or structure at which the Services are to be provided.

Quotation

A written quotation, proposal or estimate issued by the Company describing the proposed Services and price.

Unless expressly stated otherwise, a Quotation is an invitation to treat and does not bind the Company until an Agreement has been formed.

Services

The exterior cleaning, maintenance and associated property services expressly agreed between the Company and the Customer, including any services described within the accepted Quotation or Membership Agreement.

Site

The Property together with any surrounding land, access routes, parking areas and other areas reasonably required to provide the Services safely.

Terms

These Terms of Business and Conditions of Service, as amended in accordance with the Agreement.

Variation

A written or otherwise agreed amendment to the scope, price, timing or method of the Services after the Agreement has been formed.

Waste

Any debris, vegetation, wastewater, trade effluent, contaminated material, packaging or other substance generated, collected or removed during the provision of the Services.

Working Area

The part of the Site reasonably required for Personnel, vehicles, equipment, temporary storage, safety controls and access during the Services.

Working at Height

Work carried out where a person could fall a distance liable to cause personal injury, including work undertaken using ladders, roof ladders, mobile towers, mobile elevating work platforms (MEWPs) or similar access equipment.

The use of water-fed poles from ground level does not, by itself, constitute Working at Height unless Personnel are exposed to a fall risk.

1.2 Interpretation

Unless the context requires otherwise:

- a. words importing the singular include the plural and vice versa;
- b. references to one gender include every gender;
- c. references to a person include an individual, partnership, company, body corporate, charity, public authority and any other legal or organisational entity;

- d. references to legislation include any amendment, replacement, re-enactment or subordinate legislation made under it;
 - e. headings are included for convenience only and do not affect interpretation;
 - f. references to Sections and clauses are references to Sections and clauses of these Terms unless otherwise stated;
 - g. the words **including**, **includes**, **such as** and **for example** are illustrative and shall not limit the words preceding them;
 - h. an obligation not to do something includes an obligation not to permit or assist another person to do it; and
 - i. references to writing include email, SMS, WhatsApp, electronic signatures and any other electronic communication capable of being retained and reproduced.
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1.3 Calendar Days

Unless expressly stated otherwise, all periods referred to in days mean **calendar days**, including weekends and public holidays.

Where the final day of a payment or notice period falls on a day when the relevant banking or payment system is unavailable, payment may be made on the next day on which that system becomes available, unless applicable law requires otherwise.

1.4 Reasonableness

Where these Terms refer to a party acting reasonably, exercising reasonable skill and care, using reasonable endeavours, taking reasonable steps or determining what is reasonably practicable, those expressions shall be interpreted objectively, having regard to:

- a. the nature and scope of the Services;
- b. the condition and accessibility of the Property;
- c. the information reasonably available at the relevant time;
- d. applicable legislation and regulatory guidance;
- e. health and safety requirements;
- f. environmental obligations;
- g. manufacturer recommendations;
- h. recognised industry good practice; and
- i. the proportionality of the time, cost and risk involved.

Nothing in this clause reduces the standard of care required by law.

1.5 Order of Precedence

Where more than one contractual document forms part of the Agreement and an inconsistency exists, the following order of precedence shall apply unless expressly agreed otherwise in writing:

1. any signed Contract or Service Agreement;
2. the accepted Quotation;
3. the Membership Agreement;
4. these Terms; and
5. the Company Policies.

A later agreed Variation shall prevail only to the extent of the agreed amendment.

1.6 Defined Terms

A defined term has the meaning assigned to it in clause 1.1 wherever it appears with an initial capital letter.

Words appearing without an initial capital letter shall bear their ordinary meaning unless the context clearly indicates otherwise.

2. GENERAL

2.1 About the Company

TrueStone Exteriors Ltd provides exterior cleaning, maintenance, restoration and associated property services to Consumers and Commercial Customers.

The Company aims to deliver the Services professionally, safely and responsibly using appropriately trained Personnel, suitable equipment and products selected for the relevant Property.

2.2 Application of these Terms

These Terms apply to every Agreement between the Company and the Customer unless expressly varied in writing.

No terms or conditions proposed by the Customer shall apply unless expressly accepted by the Company in writing.

Where a conflict exists between these Terms and another contractual document, the order of precedence set out in Section 1.5 shall apply.

2.3 Formation of the Agreement

A Customer wishing to proceed with a Quotation makes an offer to purchase the Services on the terms set out in the Quotation and these Terms.

The Agreement is formed only when the Company accepts that offer by:

- a. confirming acceptance or the booking in writing;
- b. accepting any required deposit and confirming the booking; or
- c. commencing the Services with the Customer's authority.

An automated acknowledgement of an enquiry, booking request or payment instruction does not, by itself, constitute acceptance or form a binding Agreement.

2.4 Standard of Service

The Company shall perform the Services with reasonable skill and care.

The Company shall determine the Personnel, equipment, Materials, Chemicals and working methods reasonably appropriate for the agreed Services, having regard to:

- the nature of the Services;
- the condition of the Property;
- manufacturer guidance;
- applicable legislation;
- health and safety requirements;

- environmental obligations; and
- recognised industry good practice.

2.5 Scope of the Agreement

The Agreement covers only the Services expressly included within the accepted Quotation, Membership Agreement or any agreed Variation.

Unless expressly agreed otherwise in writing, no additional work forms part of the Agreement.

2.6 Reasonable Expectations

The Company will use reasonable endeavours to achieve the best result reasonably obtainable from the agreed Services.

The Customer acknowledges that results may be affected by factors outside the Company's reasonable control, including:

- the age and condition of the Property;
- weathering;
- previous repairs;
- previous treatments;
- installation methods;
- permanent staining;
- biological growth;
- surface porosity; and
- general deterioration.

Unless expressly stated otherwise, the Company does not guarantee that:

- a. every stain, mark or discolouration will be completely removed;
- b. every surface will be restored to an "as new" condition; or
- c. moss, algae, lichen, mould or similar contamination will not naturally return over time.

Nothing in this clause reduces the Company's obligation to exercise reasonable skill and care.

2.7 Health, Safety & Environmental Compliance

The Company shall carry out the Services in accordance with applicable health and safety and environmental legislation.

Where the Company reasonably considers that continuing the Services would:

- create an unacceptable risk to people, property or the environment;
- require unsafe working practices;
- breach legislation;
- breach regulatory requirements; or
- materially compromise the quality of the Services,

the Company may postpone, suspend or amend the affected Services.

Where reasonably practicable, the Company shall explain the reason and discuss alternative arrangements with the Customer.

2.8 Compliance Information

Upon reasonable request, the Company may provide relevant compliance documentation appropriate to the Services, including:

- insurance certificates;
- upper-tier waste carrier registration details;
- risk assessments;
- method statements;
- COSHH information; and
- training or competency information where appropriate.

The Company may redact information that is confidential, commercially sensitive, security-sensitive or contains Personal Data.

Where extensive bespoke documentation is requested outside the Company's normal procedures, the Company may charge a reasonable administration fee, provided this is agreed before the work is undertaken.

2.9 Consumer Rights

Nothing in these Terms excludes, restricts or limits:

- a. any statutory rights available to Consumers;
- b. the Company's obligation to exercise reasonable skill and care; or
- c. any liability that cannot lawfully be excluded or limited.

Where a provision of these Terms conflicts with mandatory consumer legislation, the mandatory legislation shall prevail to the extent of the conflict.

2.10 Communications

The Customer shall provide accurate contact information and notify the Company promptly of any material changes.

The Company may use the contact information provided for purposes connected with the Agreement, including:

- Quotations;
- bookings;
- appointments;
- access arrangements;
- Membership administration;
- invoices;
- complaints;
- legal compliance; and
- other contractual communications.

Marketing communications are governed separately by Section 15.

2.11 Business Improvements

The Company may introduce improved equipment, Materials, Chemicals, technology, software or working methods where doing so:

- improves safety;
- improves environmental performance;
- improves efficiency;
- improves service quality; or
- assists compliance with legal or regulatory requirements.

Such improvements shall not constitute a Variation provided they do not materially reduce the agreed scope or standard of the Services.

2.12 No Waiver of Statutory Obligations

Nothing within these Terms shall relieve either party from complying with any obligation imposed by applicable legislation.

Where legislation imposes a higher standard than these Terms, the legislative requirement shall prevail.

3. SERVICES

3.1 Services

The Company may provide exterior cleaning, maintenance, restoration and associated property services, including:

- exterior window cleaning;
- gutter clearing and cleaning;
- fascia and soffit cleaning;
- roof cleaning;
- roof moss removal;
- soft washing;
- pressure washing;
- steam cleaning;
- driveway cleaning;
- patio cleaning;
- paving restoration;
- re-sanding of block paving;
- sealing of external surfaces;
- render cleaning;
- cladding cleaning;
- brick and stone cleaning;
- conservatory cleaning;
- solar panel cleaning;
- graffiti removal;
- chewing gum removal;
- oil stain treatment;

- rust stain treatment;
- exterior building washing;
- commercial exterior cleaning;
- property maintenance services; and
- any other services agreed between the Company and the Customer.

The availability of individual Services may vary depending on the nature of the Property, operational requirements and the Company's capabilities at the time of booking.

3.2 Scope of the Services

Only the Services expressly identified within the accepted Quotation, Membership Agreement or agreed Variation form part of the Agreement.

Any work outside the agreed scope shall be treated as a Variation in accordance with Section 4.

3.3 Method of Service Delivery

The Company shall determine the most appropriate method of carrying out the Services, including the selection of:

- Personnel;
- equipment;
- Materials;
- Chemicals;
- access methods; and
- working techniques.

The Company may amend its working methods where reasonably necessary to improve safety, comply with legal requirements or achieve the agreed standard of service, provided the agreed scope of the Services is not materially reduced.

3.4 Service Standards

The Company shall provide the Services using reasonable skill and care and in accordance with applicable legislation, recognised industry good practice and manufacturer guidance where relevant.

The Company does not guarantee that every surface can be restored to an "as new" condition or that all staining, contamination or biological growth can be completely removed.

3.5 Operational Flexibility

The order in which the Services are carried out, the equipment used and the Personnel attending the Property shall remain at the Company's reasonable discretion.

Where operational circumstances require changes to the planned programme of work, the Company may alter the sequence or timing of individual tasks provided the agreed Services continue to be delivered.

3.6 Third-Party Services

Where the Customer requests work that falls outside the Company's normal scope of Services, the Company may:

- recommend an independent specialist;

- obtain quotations from third parties on the Customer's behalf; or
- engage a specialist subcontractor in accordance with Section 14.

Unless expressly agreed otherwise in writing, the Company does not accept responsibility for the work of independent contractors engaged directly by the Customer.

3.7 Service Availability

The Company reserves the right to decline to provide any Service where it reasonably believes that:

- the work cannot be carried out safely;
- appropriate equipment is unavailable;
- legal or regulatory requirements prevent the work;
- the Property is unsuitable for the requested Service; or
- the requested Service falls outside the Company's operational capabilities.

Where reasonably practicable, the Company shall explain the reason and discuss any suitable alternatives with the Customer.

3.8 Additional Services

The Customer may request additional Services after the Agreement has been formed.

Any additional Services shall be subject to:

- the Company's agreement;
- operational availability; and
- any additional charges agreed in accordance with Section 4.

The Company is not obliged to accept requests for additional Services.

3.9 Temporary Suspension of Services

The Company may temporarily suspend or postpone all or part of the Services where reasonably necessary due to:

- adverse weather;
- health and safety concerns;
- equipment failure;
- Force Majeure Events;
- legal or regulatory requirements; or
- other circumstances beyond the Company's reasonable control.

Where reasonably practicable, the Company shall notify the Customer and arrange an alternative appointment.

3.10 Completion of the Services

The Services shall be regarded as complete when the agreed scope of work has been carried out to the standard required by the Agreement.

Any post-completion inspections, complaints or requests for remedial work shall be dealt with in accordance with:

- **Section 13 (Liability, Insurance and Satisfaction Guarantee);** and

- **Section 16 (Complaints and Dispute Resolution).**
-

4. QUOTATIONS AND PRICING

4.1 Quotations

The Company may provide a written Quotation describing the proposed Services and the estimated price.

Unless expressly stated otherwise, a Quotation:

- is based upon the information available at the time it is prepared;
- relates only to the Services described within it;
- is personal to the Customer to whom it is issued; and
- remains subject to acceptance by the Company in accordance with Section 2.

A Quotation does not oblige either party to enter into an Agreement.

4.2 Basis of Pricing

Each Quotation is prepared individually and reflects the particular requirements of the Property and the Services requested.

In determining the price, the Company may take into account factors including:

- the type, size and condition of the Property;
- accessibility;
- the scope of the Services;
- anticipated labour requirements;
- Materials and Chemicals;
- equipment requirements;
- travel;
- waste management requirements;
- health and safety considerations;
- environmental obligations; and
- any other relevant operational factors.

No standard pricing applies unless expressly stated by the Company.

4.3 Site Information

The Customer shall ensure that all information provided when requesting a Quotation is accurate and complete to the best of their knowledge.

Where a Quotation is prepared using photographs, videos, plans or information supplied by the Customer, the Company is entitled to rely upon that information.

If the information later proves to be materially inaccurate or incomplete, the Company may revise the Quotation in accordance with this Section.

4.4 Validity of Quotations

Unless a different period is stated within the Quotation, each Quotation remains valid for **30 calendar days** from its date of issue.

The Company may withdraw or amend an unaccepted Quotation at any time before an Agreement is formed.

4.5 Acceptance of a Quotation

The Customer may accept a Quotation using any method accepted by the Company, including:

- written acceptance;
- email;
- electronic acceptance;
- WhatsApp or another agreed electronic communication; or
- any other recorded method accepted by the Company.

Acceptance of a Quotation constitutes the Customer's offer to enter into the Agreement.

The Agreement is formed only when the Company accepts that offer in accordance with Section 2.3.

4.6 Exclusions

Unless expressly stated within the Quotation, the price does not include:

- repairs;
- replacement materials;
- specialist surveys;
- planning or statutory approvals;
- work outside the agreed scope;
- third-party contractor costs; or
- any additional work requested after the Agreement has been formed.

4.7 Variations

The Customer may request a Variation at any time before or during the Services.

The Company is not obliged to accept a requested Variation.

Where a Variation is agreed, the Company may adjust:

- the scope of the Services;
- the price;
- the programme of work;
- the Materials or equipment used; or
- any other aspect reasonably affected by the Variation.

A Variation may be agreed by any recorded method capable of being retained and reproduced, including email or another agreed electronic communication.

4.8 Unforeseen Circumstances

If, after the Agreement has been formed, the Company discovers circumstances that could not reasonably have been identified when preparing the Quotation, including:

- hidden defects;

- restricted access;
- additional contamination;
- inaccurate information supplied by the Customer;
- unforeseen Site conditions; or
- other circumstances beyond the Company's reasonable control,

the Company may propose a Variation to reflect the additional work required.

Where reasonably practicable, the Company will explain the reasons and obtain the Customer's agreement before carrying out additional chargeable work.

If agreement cannot be reached, the Company may complete only the original agreed scope of the Services or, where that is not reasonably practicable, suspend the affected work until the parties agree how to proceed.

4.9 Estimated Quantities

Where a Quotation is based on estimated measurements, dimensions, areas or quantities, the final price may be adjusted if the actual quantities differ materially from those reasonably estimated.

Any adjustment shall be fair, proportionate and explained to the Customer.

4.10 Errors and Omissions

The Company reserves the right to correct genuine clerical, typographical, mathematical or administrative errors within a Quotation before the Agreement is formed.

Where such an error materially affects the price or scope of the Services, the Customer shall be given the opportunity to accept the corrected Quotation or withdraw without penalty.

4.11 Taxes

Unless expressly stated otherwise, all prices are inclusive or exclusive of VAT as specified within the Quotation.

Where VAT becomes chargeable, it shall be applied at the prevailing rate in accordance with applicable legislation.

4.12 Price Adjustments Required by Law

Where changes in legislation, taxation or regulatory requirements directly affect the cost of providing the Services after the Agreement has been formed, the Company may make such price adjustments as are reasonably necessary to reflect those changes.

Where reasonably practicable, the Customer shall be notified before the adjustment takes effect.

5. BOOKINGS AND CUSTOMER RESPONSIBILITIES

5.1 Bookings

Following acceptance of a Quotation, the Company shall use reasonable endeavours to agree a mutually convenient date and time for the Services.

Any proposed appointment is an estimate until confirmed by the Company.

The Company may reasonably amend an appointment where necessary in accordance with these Terms.

5.2 Access to the Property

The Customer shall provide the Company with safe, timely and uninterrupted access to the Property, Site and Working Area as reasonably required to perform the Services.

Where access is provided using Access Credentials, the Customer shall ensure that they are:

- accurate;
- operational;
- valid; and
- available at the agreed appointment time.

The Company shall exercise reasonable care when using Access Credentials but shall not be responsible for delays or additional costs arising from inaccurate, defective or unavailable access arrangements.

5.3 Safe Working Area

Before the Services commence, the Customer shall take reasonable steps to ensure that the Working Area is safe and suitable for the agreed Services.

Where reasonably practicable, this includes:

- removing vehicles and other movable items from the Working Area;
- securing outdoor furniture, ornaments and plant pots where necessary;
- ensuring children are appropriately supervised;
- securing pets and livestock;
- identifying any known hazards; and
- complying with any reasonable pre-arrival instructions provided by the Company.

Where the Customer requests the Company to move items, the Company may do so at the Customer's risk, except to the extent that any loss or damage results from the Company's failure to exercise reasonable skill and care.

5.4 Utilities

Where the agreed Services require access to water or electricity, the Customer shall provide reasonable access to those utilities unless otherwise agreed in writing.

Where utilities are unavailable, the Company may:

- use its own equipment where reasonably practicable;
- propose a Variation in accordance with Section 4 where additional costs arise; or
- postpone the affected Services.

5.5 Customer Information

Before the Services commence, the Customer shall disclose any information that may reasonably affect the safe, lawful or effective delivery of the Services.

This includes, where applicable:

- restricted access;
- fragile surfaces;
- previous repairs or treatments;

- hidden drainage systems;
- environmental sensitivities;
- security arrangements;
- hazardous conditions; and
- any other matter that could reasonably affect the Services.

The Company shall not be responsible for delays or additional costs arising directly from inaccurate or incomplete information supplied by the Customer.

5.6 Working Hours

Unless otherwise agreed, the Company may carry out the Services during its normal operating hours.

Commercial Customers shall notify the Company before the Agreement is formed of any Site-specific requirements relating to:

- permitted working hours;
- access windows;
- permit systems;
- induction requirements; or
- Site rules.

Where such requirements were not disclosed before the Agreement was formed and materially affect the Services, they may be treated as a Variation under Section 4.

5.7 Parking and Access Routes

The Customer shall provide reasonable parking and suitable access for Company vehicles and equipment where reasonably practicable.

Where parking charges, permits, congestion charges or similar costs arise solely because of the Customer's location or instructions, the Company may recover those reasonable costs where this has been disclosed before the Services commence.

5.8 Delays

Where the Services are delayed due to circumstances within the Customer's control, including:

- unavailable access;
- obstruction of the Working Area;
- unavailable utilities;
- undisclosed hazards; or
- Customer-requested interruptions,

the Company may revise the programme of work and recover any reasonable additional costs in accordance with the Agreement.

5.9 Failure to Provide Access

Where the Company attends the Property but is unable to carry out the Services because the Customer has failed to provide access or has otherwise prevented the Services from proceeding, the Company may:

- rearrange the appointment;

- recover any reasonable costs arising from the failed attendance; or
- where applicable, deal with the missed visit in accordance with Section 11.

Nothing in this clause affects any statutory rights available to Consumers.

5.10 Customer Cooperation

The Customer shall cooperate with the Company throughout the provision of the Services and shall not require the Company or its Personnel to:

- work in unsafe conditions;
 - breach legislation;
 - breach health and safety requirements;
 - breach environmental obligations; or
 - undertake work outside the agreed scope without an agreed Variation.
-

5.11 Customer-Supplied Equipment or Materials

The Company is under no obligation to use equipment, Materials or Chemicals supplied by the Customer. Where the Company agrees to do so, Section 6 shall apply.

5.12 Attendance by Others

The Customer shall ensure that contractors, visitors and other persons present at the Property do not interfere with the Company's Personnel, equipment or working methods.

The Company may suspend the Services where such interference creates a safety risk or materially affects the efficient delivery of the Services.

5.13 Animals

The Customer shall ensure that pets, livestock and other animals are appropriately secured or supervised during the Services.

The Company shall not be responsible for an animal escaping where the Customer has failed to secure or supervise it appropriately, except to the extent that the escape results from the Company's failure to exercise reasonable skill and care.

Where the Customer specifically requests gates or barriers to be left open or closed, the Company will use reasonable endeavours to follow those instructions but cannot guarantee against unforeseen events beyond its reasonable control.

5.14 Neighbouring Property

Where access across neighbouring land is required, the Customer shall obtain any necessary permission before the Services commence unless otherwise agreed.

The Company shall not be responsible for delays arising from the Customer's failure to obtain such permission.

5.15 Completion of the Services

Upon completion of the Services, the Customer should inspect the work within a reasonable period.

Any concerns regarding workmanship should be reported in accordance with:

- **Section 13 (Liability, Insurance and Satisfaction Guarantee); and**
- **Section 16 (Complaints and Dispute Resolution).**

Nothing in this clause limits the Customer's statutory rights.

5.16 Customer Responsibilities

Throughout the Agreement, the Customer shall:

- provide accurate information;
- maintain appropriate access;
- cooperate with the Company's Personnel;
- comply with reasonable health and safety requirements;
- make payments when due;
- notify the Company of any material change affecting the Services; and
- otherwise comply with these Terms.

Failure to do so may result in delays, additional costs, suspension or termination of the Services where permitted by these Terms.

6. MATERIALS AND LABOUR

6.1 General

Unless otherwise agreed in writing, the Company shall provide all Personnel, equipment, Materials and Chemicals reasonably required to perform the agreed Services.

The Company shall determine the Personnel, equipment and working methods reasonably appropriate for the Services, having regard to:

- the nature of the Services;
 - the condition of the Property;
 - manufacturer guidance;
 - applicable legislation;
 - recognised industry good practice; and
 - operational requirements.
-

6.2 Selection of Materials

The Company shall select the Materials and Chemicals it reasonably considers appropriate for the agreed Services.

In making that selection, the Company may take into account:

- the type and condition of the surface;
- manufacturer recommendations;
- compatibility with existing materials;
- weather conditions;
- health and safety requirements;
- environmental considerations; and

- the intended finish.

The Customer acknowledges that the Company shall exercise its professional judgement when selecting Materials, Chemicals and application methods.

6.3 Product Substitution

Where reasonably necessary, the Company may substitute Materials, Chemicals or equipment with equivalent or superior alternatives due to:

- product availability;
- supply chain disruption;
- manufacturer recommendations;
- technological developments;
- changes in legislation; or
- operational requirements.

Any substitute product shall be suitable for its intended purpose and shall not materially reduce the agreed scope or quality of the Services.

6.4 Quality of Materials

The Company aims to use professional-grade Materials and Chemicals appropriate for the Services being provided.

Where the Customer requests a specific manufacturer, brand or product, the Company will use reasonable endeavours to accommodate that request.

Where this is not reasonably practicable, the Company may propose a suitable equivalent after informing the Customer where reasonably possible.

6.5 Customer-Supplied Materials

The Company is under no obligation to use Materials, Chemicals or equipment supplied by the Customer.

Where the Company agrees to do so:

- the Customer is responsible for their suitability, quality and compatibility;
 - the Company gives no warranty regarding their performance or durability;
 - the Company shall not be liable for defects arising solely from their use; and
 - any additional labour or time reasonably required may be treated as a Variation under Section 4.
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6.6 Additional Labour or Materials

The Quotation is based upon the labour, Materials and resources reasonably expected to complete the agreed Services.

Where additional labour, Materials or equipment become reasonably necessary due to:

- an agreed Variation;
- hidden defects;
- unforeseen Site conditions;
- additional contamination;
- restricted access;

- inaccurate or incomplete information supplied by the Customer; or
- other circumstances beyond the Company's reasonable control,

any resulting adjustment to the price or scope of the Services shall be dealt with in accordance with **Section 4 (Quotations and Pricing)**.

6.7 Repairs and Replacement Works

Unless expressly included within the Quotation, the Services do not include:

- structural repairs;
- replacement of defective components;
- remedial building work;
- specialist restoration; or
- replacement of damaged materials.

Where defects are identified during the Services, the Company may:

- inform the Customer;
- recommend appropriate remedial work; or
- provide a separate Quotation where the work falls within the Company's capabilities.

The Customer is under no obligation to accept any such Quotation.

6.8 Appearance, Colour and Finish

Certain Materials, including polymeric sand, jointing compounds, grout, sealants and similar products, may naturally vary in:

- colour;
- shade;
- texture;
- finish; or
- curing characteristics.

The final appearance may also be affected by:

- weather conditions;
- moisture levels;
- existing materials;
- surrounding surfaces;
- the age of the Property; and
- normal manufacturing tolerances.

Where Materials have been correctly selected and applied with reasonable skill and care, such natural variation does not constitute defective workmanship.

The Company shall not be liable solely because the Customer would have preferred a different appearance, colour or finish.

6.9 Product Samples

Where the Customer requests a particular colour, finish or product, the Company may recommend that samples, manufacturer literature or colour charts are reviewed before the Services commence.

Unless otherwise agreed in writing, responsibility for approving the selected product rests with the Customer.

6.10 Existing Materials and Compatibility

The Company shall not be responsible for failures arising from incompatibility between newly applied Materials and existing coatings, sealants, treatments, repairs or installations where that incompatibility could not reasonably have been identified before the Services commenced.

Where the Company reasonably believes an existing treatment is unsuitable, it may:

- recommend an alternative method;
 - exclude the affected area from the Services; or
 - decline to proceed with that part of the Services.
-

6.11 Manufacturer Information

The Company relies upon manufacturer specifications, technical guidance and published application instructions when selecting and applying Materials.

The Company shall not be responsible for defects arising solely from:

- manufacturing faults; or
- inaccurate technical information supplied by the manufacturer.

Any manufacturer warranty remains subject to the manufacturer's own terms and conditions.

6.12 Material Availability

The Company shall not be liable for delays arising solely from shortages, manufacturing delays, transport disruption or supplier issues affecting the availability of Materials beyond the Company's reasonable control.

Where reasonably practicable, the Company will:

- source a suitable alternative;
 - agree revised timescales; or
 - postpone the affected Services until suitable Materials become available.
-

6.13 Ownership of Materials

Ownership of unused Materials supplied by the Company remains with the Company until payment has been received in full.

Where Materials have been permanently incorporated into the Property, ownership and any associated legal rights shall be determined in accordance with applicable law.

Nothing in this clause affects the Customer's ownership of the Property.

6.14 Labour Standards

The Company shall ensure that Personnel carrying out the Services are appropriately trained, instructed or supervised for the work being undertaken.

The allocation of Personnel remains at the Company's discretion.

Nothing in these Terms entitles the Customer to require a particular member of Personnel to attend the Property unless expressly agreed in writing.

6.15 Equipment

The Company shall provide and maintain equipment reasonably appropriate for the agreed Services.

Equipment may be repaired, replaced or upgraded from time to time, provided any replacement equipment remains suitable for carrying out the agreed Services.

6.16 Removal of Surplus Materials

Unless otherwise agreed, the Company may remove unused Materials, packaging and other surplus materials generated during the Services.

The handling, transportation and disposal of Waste and wastewater are governed by **Section 7 (Chemicals, Environmental Protection and Waste Management)**.

7. CHEMICALS, ENVIRONMENTAL PROTECTION AND WASTE MANAGEMENT

7.1 General

The Company is committed to carrying out the Services safely, responsibly and in a manner that seeks to protect people, property and the environment.

Where the Services involve the use of Chemicals or the generation, handling, transportation or disposal of Waste, the Company shall exercise reasonable skill and care and comply with applicable legislation, regulatory requirements and recognised industry good practice.

7.2 Chemicals

The Company may use Chemicals where reasonably necessary to perform the agreed Services.

These may include:

- sodium hypochlorite;
- surfactants;
- degreasers;
- biocides;
- rust removers;
- graffiti removers;
- detergents;
- specialist cleaning agents;
- sealants; and
- other products reasonably required for the agreed Services.

The Company may substitute or change Chemicals where reasonably necessary to improve safety, effectiveness, environmental performance or compliance with legislation, manufacturer guidance or recognised industry good practice.

7.3 Safe Handling of Chemicals

The Company shall store, transport, handle and apply Chemicals in accordance with:

- applicable legislation;

- manufacturer guidance;
- COSHH requirements; and
- the Company's operational procedures.

The Company shall take reasonable precautions to minimise risks to:

- people;
- neighbouring properties;
- animals;
- vegetation;
- drainage systems;
- watercourses; and
- the environment.

7.4 COSHH

Where applicable, the Company maintains COSHH assessments and Safety Data Sheets for hazardous Chemicals used in the course of its business.

Relevant information may be made available upon reasonable request where appropriate.

7.5 Customer Information

Before the Services commence, the Customer shall notify the Company of any circumstances that may reasonably affect the safe or lawful use of Chemicals or the Company's working methods.

This includes, where applicable:

- ponds, lakes and water features;
- fish or other aquatic life;
- protected trees or vegetation;
- beehives;
- livestock;
- domestic animals;
- rainwater harvesting systems;
- private water supplies;
- septic tanks;
- treatment plants;
- soakaways; and
- any other known environmental sensitivity.

The Company shall not be responsible for delays or additional costs arising directly from information that the Customer knew, or ought reasonably to have known, but failed to disclose.

7.6 Environmental Protection

The Company seeks to minimise its environmental impact through the responsible use of Chemicals, Materials, water and equipment.

Where reasonably practicable, the Company will adopt working methods that minimise pollution, reduce unnecessary water consumption and protect drainage systems, neighbouring land and watercourses.

7.7 Wastewater Management

Where the Services generate wastewater, the Company shall determine the most appropriate method of collection, containment, transportation, treatment or disposal, having regard to:

- applicable legislation;
- regulatory guidance;
- Site conditions;
- the type and volume of wastewater generated;
- environmental risk; and
- any applicable trade effluent requirements.

The Customer acknowledges that exterior cleaning does not always allow every litre of wastewater to be reasonably and practicably recovered.

The Company shall adopt the method that is reasonably practicable in the circumstances while seeking to minimise environmental impact and comply with applicable legal requirements.

7.8 Trade Effluent

Where wastewater is proposed to be discharged to a foul sewer serving the Property, such discharge shall take place only where the Company reasonably believes it is lawful to do so, including where any required consent, approval or other authority is in place.

Where discharge at the Property is not lawful or reasonably practicable, the Company may transport wastewater to an appropriately authorised facility for treatment or disposal.

Nothing in this clause requires the Company to discharge wastewater at the Property.

7.9 Waste Management

The Company shall manage Waste responsibly and, where required by law, transport and dispose of Waste using appropriately authorised carriers and facilities.

Where applicable, the Company shall maintain an **upper-tier waste carrier registration** together with any other licences, permits or registrations required for its operations.

The Customer shall not require or instruct the Company to dispose of Waste unlawfully.

7.10 Organic Waste Left on Site

Unless otherwise agreed in writing, uncontaminated organic material generated during the Services may, with the Customer's agreement, be left at the Property where this is reasonable and environmentally appropriate.

This may include:

- moss;
- leaves;
- soil;
- vegetation;
- grass cuttings; and
- similar natural material.

Such material may be placed in:

- green waste bins;
- composting areas;
- another agreed garden waste location; or
- another location expressly approved by the Customer.

Organic material contaminated by Chemicals, oils, fuels or other pollutants shall not be left at the Property unless lawful and expressly agreed.

Where removal forms part of the Agreement, the Company shall remove and dispose of the Waste accordingly.

7.11 Environmental Incidents

Where a Chemical spill, pollution incident or other environmental event occurs, the Company shall take reasonable steps to:

- contain the incident where reasonably practicable;
- minimise environmental harm;
- protect people and property; and
- comply with any applicable reporting obligations.

The Company may suspend the affected Services until it is satisfied that work can safely continue.

7.12 Unlawful or Unsafe Instructions

The Company shall not be required to comply with any instruction that it reasonably believes would:

- breach legislation;
- breach a permit, consent or regulatory requirement;
- create an unacceptable pollution risk;
- compromise health and safety;
- involve unlawful handling or disposal of Waste or Chemicals; or
- otherwise expose the Company or its Personnel to legal liability.

Where reasonably practicable, the Company shall explain the reason and discuss a lawful alternative with the Customer.

7.13 Weather and Environmental Conditions

The Company may postpone, suspend or reschedule the Services where weather or environmental conditions are likely to:

- compromise safety;
- reduce the effectiveness of the Services;
- prevent the safe application of Chemicals;
- increase the risk of pollution; or
- materially affect the quality of the finished result.

Where reasonably practicable, the Company shall arrange an alternative appointment.

7.14 Legislative Compliance

The Company may amend its working methods where reasonably necessary to:

- comply with legislation;
- comply with regulatory guidance;
- comply with manufacturer recommendations; or
- adopt recognised industry good practice.

Such amendments shall not constitute a Variation or breach of the Agreement provided the agreed scope or standard of the Services is not materially reduced.

7.15 Sustainable Working Practices

The Company is committed to continually improving its environmental performance.

Accordingly, the Company may introduce improved technologies, equipment, products or working methods that:

- reduce water consumption;
- reduce Chemical usage;
- improve wastewater recovery;
- reduce Waste generation;
- improve recycling;
- improve energy efficiency; or
- otherwise reduce environmental impact.

Provided such improvements do not materially reduce the agreed scope or quality of the Services, they may be adopted without amending the Agreement.

7.16 Regulatory Cooperation

Where reasonably required by a regulator, competent authority, insurer or other body acting under lawful authority, the Company may provide information reasonably necessary to demonstrate compliance with environmental, Waste or Chemical legislation.

Nothing in this clause requires the Company to disclose confidential or commercially sensitive information unless required by law.

7.17 Environmental Emergencies

Where the Company reasonably believes that continuing the Services would create an immediate or significant risk to people, property or the environment, it may suspend or terminate the affected Services until the risk has been adequately controlled.

Nothing in this clause excludes liability arising from the Company's negligence or breach of contract.

8. PROPERTY CONDITION, WORKING AT HEIGHT AND SITE RISKS

8.1 General

The Company shall exercise reasonable skill and care when providing the Services.

The Customer acknowledges that the Services are carried out on existing buildings, structures and external surfaces which may have deteriorated through age, weathering, wear and tear, previous repairs, poor installation, accidental damage or inadequate maintenance.

Cleaning, treatment or restoration may reveal defects, deterioration or damage that were not reasonably visible before the Services commenced. The discovery of such conditions does not, of itself, indicate that they were caused by the Company.

8.2 Existing Property Condition

The Company shall not be responsible for defects, deterioration or damage that existed before the Services commenced, whether visible or concealed.

This includes, where applicable:

- cracked, loose or defective render;
- damaged brickwork, masonry or pointing;
- defective roof coverings, flashings or chimney components;
- rotten timber;
- damaged windows, doors, glazing or frames;
- defective guttering, fascias or soffits;
- unstable paving, concrete or hard surfaces;
- failed jointing compounds or sealants;
- defective drainage systems;
- corrosion;
- structural movement;
- previous repairs; and
- deterioration resulting from age, weathering, poor installation or inadequate maintenance.

The Company shall not be liable solely because such conditions become apparent during or after the Services.

8.3 Hidden Defects

The Company cannot reasonably identify every defect before work begins.

Where dirt, moss, algae, lichen, staining, vegetation, coatings or previous repairs conceal an existing defect, the Company shall not be responsible for that defect becoming visible as a consequence of the Services.

8.4 Inspection Before Work

Before commencing the Services, the Company may inspect the Property to determine whether it is reasonably suitable for the proposed method of work.

Any inspection is limited to what can reasonably be observed without invasive investigation and does not constitute:

- a structural survey;
 - a building inspection; or
 - a guarantee of the condition of the Property.
-

8.5 Unsuitable or Unsafe Surfaces

Where the Company reasonably believes that the condition of a surface presents an unacceptable risk of:

- damage;

- injury;
- pollution; or
- ineffective results,

the Company may:

- recommend an alternative method;
- exclude the affected area from the Services;
- postpone the affected work; or
- decline to proceed.

Where reasonably practicable, the Company shall explain the reasons for its decision.

8.6 Working at Height

Where the Services involve Working at Height, the Company shall determine the safest reasonably practicable method of access.

Access equipment may include:

- ladders;
- roof ladders;
- water-fed pole systems;
- mobile towers;
- mobile elevating work platforms (MEWPs);
- scaffold access; or
- other suitable access equipment.

The Company may refuse to carry out work where safe access cannot reasonably be achieved.

8.7 Roofs

Roofs naturally deteriorate over time through weather exposure, ageing and previous repairs.

The Company shall not be liable for damage arising solely from pre-existing conditions including:

- cracked, slipped or loose tiles;
- deteriorated mortar;
- defective ridge systems;
- weakened fixings;
- brittle roof coverings;
- damaged underlay;
- previous repairs; or
- structural movement.

Where cleaning reveals existing defects, this does not, of itself, indicate negligence by the Company.

8.8 Render, Paint and Protective Coatings

Cleaning may reveal deterioration within render, paint systems or protective coatings.

The Company shall not be responsible for failures resulting solely from:

- poor adhesion;

- defective installation;
- moisture ingress;
- incompatible products;
- age-related deterioration;
- previous repairs; or
- normal weathering.

8.9 Hard Surfaces

Pressure washing and restoration may reveal existing defects affecting driveways, patios, paving and concrete surfaces.

Examples include:

- cracked slabs;
- loose paving;
- failed bedding;
- unstable jointing;
- previous repairs;
- subsidence;
- colour variation; and
- surface wear.

Where the Company has exercised reasonable skill and care, responsibility for such existing conditions remains with the Customer.

8.10 Windows, Doors and Glazing

The Company shall exercise reasonable care when cleaning windows, doors and glazed surfaces.

The Company shall not be responsible for failures resulting solely from:

- defective glazing units;
- failed seals;
- rotten frames;
- deteriorated sealant;
- existing leaks;
- poor installation; or
- age-related deterioration.

Cleaning may reveal pre-existing defects that were not previously apparent.

8.11 Gutters, Fascias and Soffits

Where gutter clearing or cleaning forms part of the Services, the Company shall exercise reasonable care.

The Company shall not be responsible for failures arising solely from:

- existing leaks;
- defective joints;
- corroded brackets;

- rotten fascias or soffits;
- damaged downpipes;
- poor installation; or
- age-related deterioration.

Water escaping through pre-existing defects during testing or cleaning does not, by itself, demonstrate negligence by the Company.

8.12 Underground and Concealed Services

The Company shall not be liable for damage involving underground or concealed services, including:

- pipes;
- cables;
- drainage systems;
- irrigation systems;
- soakaways; or
- other concealed infrastructure,

unless their location and any relevant risks were accurately disclosed before the Services commenced and the damage was caused by the Company's failure to exercise reasonable skill and care.

8.13 Vegetation and Landscaping

The Company shall exercise reasonable care when working around lawns, planting, shrubs, trees and landscaped areas.

Before the Services commence, the Customer shall notify the Company of any particularly valuable, newly planted, protected or environmentally sensitive vegetation requiring additional precautions.

8.14 Neighbouring Property

The Company shall exercise reasonable care to avoid causing damage to neighbouring property.

The Customer shall notify the Company before the Services commence where neighbouring access, shared boundaries or other circumstances require special arrangements.

8.15 Site Safety

The Customer shall ensure that hazards within the Working Area and under the Customer's control are identified to the Company before the Services commence.

Where unsafe conditions are identified, the Company may postpone or suspend the Services until it is satisfied that work can be carried out safely.

8.16 Changes to Working Methods

Where reasonably necessary due to:

- Site conditions;
- weather;
- access restrictions;
- health and safety requirements; or

- unforeseen circumstances,

the Company may modify its working methods.

Such changes shall not constitute a Variation or breach of the Agreement provided they do not materially reduce the agreed scope or standard of the Services.

8.17 Site Records

The Company may create photographs, video recordings, measurements and written inspection records before, during and after the Services for purposes including:

- quality assurance;
- evidential records;
- insurance;
- staff training;
- complaint investigation;
- contractual administration; and
- legal compliance.

The collection, storage and use of such records are governed by:

- **Section 9 (Photography, Media and Intellectual Property);** and
- **Section 15 (Privacy and Data Protection).**

8.18 Joint Inspection

Where reasonably practicable, the Customer is encouraged to inspect the Property with the Company before the Services commence in order to identify any existing defects or areas of concern.

Where a joint inspection does not take place, the Company may rely upon its own inspection records, photographs and video recordings when determining the condition of the Property immediately before the Services commenced.

8.19 Suspension of Services

The Company may suspend or terminate the affected Services where continuing would:

- present an unacceptable risk to people or property;
- breach applicable legislation;
- create an unacceptable environmental risk;
- require unsafe working practices; or
- otherwise expose the Company or its Personnel to unreasonable risk.

Where reasonably practicable, the Company shall discuss suitable alternatives with the Customer before terminating the affected Services.

9. PHOTOGRAPHY, MEDIA AND INTELLECTUAL PROPERTY

9.1 Operational Photography and Video Recording

The Company may take photographs and video recordings before, during and after the Services where reasonably necessary for:

- recording the condition of the Property;
- preparing Quotations;
- evidencing the Services provided;
- quality assurance;
- staff training;
- insurance purposes;
- investigating complaints or claims;
- legal or regulatory compliance; and
- maintaining Business Records.

Unless expressly agreed otherwise, the Company does not routinely record audio as part of its operational recording.

9.2 Business Records

Photographs and video recordings created for operational purposes form part of the Company's Business Records.

They may be used to:

- demonstrate the condition of the Property before and after the Services;
- evidence the work carried out;
- assist with complaint resolution;
- support insurance claims;
- comply with legal obligations;
- improve staff training; and
- protect the Company's legitimate business interests.

Operational records are distinct from promotional material and may be retained where reasonably necessary in accordance with Section 15.

9.3 Promotional Photography and Marketing

Subject to applicable data protection legislation, the Company may use photographs or video recordings of completed work for legitimate business promotion, including:

- the Company's website;
- social media;
- printed marketing materials;
- advertisements;
- portfolios;
- presentations;
- Quotations; and
- other promotional material.

Where reasonably practicable, the Company will avoid publishing material that identifies an individual or unnecessarily reveals information about the Property, including:

- people;
- vehicle registration numbers;

- house numbers;
- alarm systems;
- security devices; and
- other identifying information.

Customers may object to promotional use by notifying the Company in writing.

Following receipt of such an objection, the Company will cease future promotional use where required by applicable law and where reasonably practicable.

9.4 Customer Marketing Preference

The Company will provide Customers with the opportunity to object to promotional photography or video recording.

A Customer's objection to promotional use does not prevent the Company from creating, retaining or using operational Business Records where reasonably necessary for:

- contractual administration;
- insurance;
- legal compliance;
- complaint investigation;
- evidential purposes; or
- protecting the Company's legitimate business interests.

9.5 Customer-Supplied Images

Where the Customer supplies photographs, video recordings, plans or other information, the Customer confirms that they are entitled to provide that material.

The Company may rely upon such information when preparing a Quotation or providing the Services but shall not be responsible for inaccuracies within material supplied by the Customer.

9.6 Intellectual Property

Unless otherwise agreed in writing, all intellectual property rights created or owned by the Company, including:

- photographs;
- video recordings;
- Quotations;
- reports;
- inspection records;
- Business Records;
- training materials;
- website content;
- branding;
- logos; and
- marketing material,

remain the property of the Company.

Nothing in these Terms transfers ownership of the Company's intellectual property to the Customer.

9.7 Customer Licence

Upon payment in full, the Customer receives a non-exclusive, non-transferable licence to use reports, Quotations and other documents supplied by the Company for their own personal or internal business purposes, including sharing them with:

- professional advisers;
- insurers;
- landlords;
- managing agents; or
- other persons reasonably connected with the Services.

The Customer shall not reproduce, alter, publish or commercially exploit such material without the Company's prior written consent.

9.8 Company Branding

The Company may display its trading name, branding or vehicle livery while carrying out the Services.

Where reasonably necessary for operational or safety purposes, the Company may also place temporary signage at the Property during the Services.

Any temporary signage shall be removed upon completion of the Services unless otherwise agreed.

9.9 Confidential Information

Where the Company becomes aware of confidential or commercially sensitive information while carrying out the Services, it shall not intentionally disclose that information except:

- with the Customer's consent;
 - where required by law;
 - to professional advisers or insurers;
 - for the proper performance of the Agreement; or
 - where reasonably necessary to protect the Company's legal interests.
-

9.10 Artificial Intelligence and Digital Systems

The Company may use appropriately approved software, cloud-based systems, artificial intelligence and other digital technologies to assist with legitimate business activities, including:

- organising Business Records;
- preparing Quotations;
- drafting reports;
- enhancing images;
- scheduling work;
- customer communications; and
- business administration.

Where Personal Data is processed using such systems, the Company shall ensure that appropriate contractual, technical and organisational safeguards are maintained in accordance with applicable data protection legislation.

9.11 Customer Reviews and Social Media

Nothing in these Terms prevents the Customer from publishing honest, fair and lawful reviews or commentary regarding the Services.

The Company respectfully requests that concerns regarding the quality of the Services are first raised through the complaints procedure set out in **Section 16 (Complaints and Dispute Resolution)**, allowing the Company a reasonable opportunity to investigate and, where appropriate, resolve the issue.

Nothing in this clause limits the Customer's legal rights.

9.12 Removal of Promotional Material

Where promotional photographs or video recordings have been lawfully published and the Customer subsequently objects to future promotional use, the Company will use reasonable endeavours to cease future publication within a reasonable period where required by applicable law.

The Company is not required to:

- recall printed material;
 - remove archived publications; or
 - remove third-party content that it cannot reasonably control.
-

9.13 Privacy

The collection, processing, storage and retention of photographs, video recordings and Personal Data are governed by:

- **Section 15 (Privacy and Data Protection);** and
 - the Company's Privacy Policy.
-

10. PAYMENT TERMS

10.1 General

The Customer shall pay all sums due under the Agreement in accordance with these Terms, the accepted Quotation and, where applicable, the Membership Agreement.

Payment shall be made using one of the payment methods accepted by the Company at the time payment becomes due.

10.2 Deposits

Where a deposit is required, this shall be stated within the Quotation or Membership Agreement.

A booking is not confirmed until any required deposit has been received and the Company has accepted the booking in accordance with Section 2.3, unless otherwise agreed in writing.

Where the Customer cancels before the Services commence, the Company may deduct from the deposit only those reasonable and non-recoverable costs directly incurred in reliance upon the Agreement, including:

- Materials purchased specifically for the Services;
- hired equipment;
- third-party charges;

- specialist surveys; and
- other directly attributable costs.

Any remaining balance of the deposit shall be refunded, subject to any lawful deductions and the Customer's statutory rights.

10.3 Payment Due Date

Unless otherwise agreed in writing, payment becomes due:

- immediately upon completion of residential one-off Services;
 - on the due date stated on the invoice for Commercial Customers; or
 - in accordance with the Membership Agreement for recurring Services.
-

10.4 Invoices

Where an invoice is issued, it shall normally include:

- the Services provided;
- the agreed price;
- VAT, where applicable;
- any agreed additional charges; and
- the payment due date.

The Customer shall notify the Company promptly if they believe an invoice has been issued in error.

10.5 Non-Payment

Where payment is not received by the due date, the Company may, where appropriate:

- issue payment reminders;
- suspend future Services;
- postpone future bookings;
- charge statutory or contractual interest where applicable;
- recover reasonable debt recovery costs permitted by law; and
- pursue any other lawful remedy available.

Before suspending ongoing Services, the Company shall act reasonably having regard to the circumstances.

10.6 Instalment Payments

Where the Company agrees to payment by instalments, each instalment shall be paid on the agreed date.

Failure to make an instalment does not remove the Customer's obligation to pay the **overdue amount**.

10.7 Missed Instalments

Where an instalment is not paid on time, the Company will normally:

- notify the Customer;
- allow a reasonable opportunity to remedy the default; and
- attempt to agree an appropriate resolution.

Where payment remains overdue after reasonable notice, the Company may:

- suspend future Services;
- withdraw any agreed credit arrangements;
- require future payments in advance; or
- pursue recovery of sums that have already fallen due.

The Company shall not require payment of future instalments that have not yet become due unless entitled to do so by law or by a separate written agreement.

10.8 Direct Debit

Where payment is collected by Direct Debit:

- collections shall be made in accordance with the Membership Agreement or other agreed payment schedule;
- the Customer shall maintain a valid Direct Debit instruction throughout the agreed payment period;
- the Company shall provide any advance notice required by the Direct Debit scheme; and
- cancellation of a Direct Debit instruction does not, by itself, cancel the Agreement or remove the Customer's obligation to pay any sums lawfully due.

Where permitted by the Direct Debit scheme, failed collections may be represented.

If the Customer cancels or otherwise fails to maintain the agreed Direct Debit or other agreed payment arrangement, the Company may request that the Customer reinstates a suitable payment method within a reasonable period.

If the Customer fails to do so, the Company may suspend future Membership Services and, where appropriate, treat the Membership as terminated by the Customer in accordance with **Sections 11 and 12**.

10.9 Changes to Payment Amounts

Where recurring payment amounts change, the Company shall provide any advance notice required by law or by the Direct Debit scheme before the revised payment takes effect.

10.10 Additional Charges

The Company may invoice reasonable additional charges arising from:

- agreed Variations;
- additional labour;
- additional Materials;
- specialist equipment;
- parking charges;
- congestion or access charges;
- Customer-caused delays; or
- other additional costs permitted by the Agreement.

Where reasonably practicable, such charges shall be agreed before they are incurred.

10.11 Commercial Customers

Nothing in this Section limits any statutory rights available to the Company in relation to Commercial Customers, including the right to claim interest and compensation under the **Late Payment of Commercial Debts (Interest) Act 1998**, where applicable.

10.12 Set-Off

Unless entitled to do so by law, the Customer shall not withhold, deduct or set off payment because of a separate claim or dispute.

Nothing in this clause affects any statutory rights available to Consumers.

10.13 Refunds

Where the Company agrees that a refund is due, it will normally be processed using the original payment method wherever reasonably practicable.

Nothing in this clause limits any refund required by law.

10.14 Credit Balances

Where a credit balance exists, the Company may:

- refund the balance;
 - apply it against future invoices; or
 - deal with it in another manner agreed with the Customer.
-

10.15 Payment Methods

The Company may accept payment by:

- bank transfer;
- Direct Debit;
- debit card;
- credit card;
- cash, where accepted; or
- any other payment method notified by the Company.

The Company may introduce, withdraw or amend accepted payment methods from time to time.

10.16 VAT

Where VAT is chargeable, it shall be charged at the prevailing rate in force at the relevant tax point.

Where the Company's VAT status changes, future invoices shall reflect the applicable legal position.

10.17 Financial Records

The Company may retain invoices, payment records and accounting information for legal, taxation, audit and business administration purposes.

The processing of Personal Data within financial records is governed by **Section 15 (Privacy and Data Protection)**.

11. MEMBERSHIPS

11.1 General

The Company may offer recurring maintenance Memberships for selected Services.

Memberships are intended to provide regularly scheduled maintenance at agreed intervals and are subject to these Terms together with the applicable Membership Agreement.

The availability of Memberships, service frequencies and package options may change from time to time.

11.2 Membership Agreement

Each Membership shall be governed by a Membership Agreement which may specify:

- the Membership package;
- the Services included;
- the service frequency;
- the payment arrangements;
- the Minimum Term;
- any agreed exclusions; and
- any other agreed Membership-specific terms.

Where there is any inconsistency between these Terms and the Membership Agreement, the Membership Agreement shall prevail only to the extent of the inconsistency.

11.3 Membership Services

Membership Services are limited to those expressly included within the Membership Agreement.

Any work requested outside the agreed Membership shall be treated as additional Services and may be quoted separately in accordance with **Section 4 (Quotations and Pricing)**.

11.4 Scheduling

The Company shall use reasonable endeavours to carry out Membership visits at approximately the agreed service intervals.

The Customer acknowledges that exact dates cannot always be guaranteed due to:

- weather conditions;
- operational requirements;
- staff availability;
- Force Majeure Events;
- health and safety considerations; or
- other circumstances beyond the Company's reasonable control.

Reasonable changes to appointment dates do not constitute a breach of the Agreement.

11.5 Payment Frequency

Membership payments shall be made in accordance with the Membership Agreement.

Where payments are collected every four weeks, this normally results in **13 payments during each 52-week period**.

The Customer acknowledges that payment frequency and service frequency are separate arrangements unless expressly stated otherwise within the Membership Agreement.

11.6 Service Frequency

Membership visits shall normally be provided at the intervals specified within the Membership Agreement.

Where a scheduled visit is delayed due to weather, operational requirements or another reason permitted by these Terms, the Company shall use reasonable endeavours to rearrange the visit within a reasonable period.

11.7 Suspension of Membership Visits

The Company may temporarily postpone or suspend Membership visits where reasonably necessary due to:

- adverse weather;
- unsafe Site conditions;
- access issues;
- Force Majeure Events;
- legal or regulatory requirements; or
- other circumstances beyond the Company's reasonable control.

Where reasonably practicable, the Company shall rearrange the affected visit.

11.8 Changes to Memberships

The Customer may request changes to their Membership package or service frequency.

The Company is not obliged to accept requested changes.

Where a change is agreed, the Company may amend:

- the Membership package;
- the Services provided;
- the payment amount;
- the service frequency;
- the Minimum Term (where applicable); or
- other relevant Membership terms.

Any agreed change shall be confirmed using a recorded method capable of being retained and reproduced.

11.9 Renewal

Unless otherwise stated within the Membership Agreement, a Membership shall continue after the Minimum Term until terminated in accordance with **Section 12 (Cancellation and Termination)**.

11.10 Customer Responsibilities

Throughout the Membership, the Customer shall:

- maintain safe access to the Property;
- notify the Company of any material changes affecting the Services;

- maintain valid payment arrangements;
- provide reasonable cooperation; and
- otherwise comply with these Terms.

11.11 Early Termination

Where a Membership is terminated before completion of the Minimum Term by the Customer, or where the Membership is terminated because the Customer has cancelled or failed to maintain the agreed payment arrangement, the Company may recover:

- any outstanding sums already due;
- any agreed early termination charge specified in the Membership Agreement; and
- where applicable, the difference between:
 - the total amount paid by the Customer towards the Membership (including any upfront payment); and
 - the standalone value of the Services already provided, as stated in the Membership Agreement, applicable Quotation or other agreed pricing.

This clause applies only where the Customer has received discounted or introductory Services that were provided on the basis that the Membership would continue for the agreed Minimum Term.

The Company shall not recover more than the actual financial loss reasonably arising from the early termination and shall give credit for all payments already received.

Nothing in this clause affects any statutory rights available to Consumers.

11.12 Transfer of Membership

A Membership relates to the Property identified within the Membership Agreement.

The Company may, at its sole discretion, agree to transfer a Membership to another Property or Customer where:

- operationally practicable;
- the new Property is suitable;
- any necessary price adjustment is agreed; and
- the transfer is confirmed in writing.

The Company is under no obligation to approve a transfer request.

11.13 Promotional Offers

From time to time the Company may offer introductory discounts, promotional offers or Membership incentives.

Unless expressly stated otherwise:

- promotional offers are available only for the period advertised;
- they cannot be combined with other promotions; and
- they do not create an ongoing entitlement after the promotional period ends.

11.14 Withdrawal of Membership Packages

The Company may withdraw or replace Membership packages offered to new Customers.

Existing Memberships shall continue on their agreed terms unless varied by agreement or otherwise permitted under these Terms.

11.15 Membership Benefits

Any Membership benefits, discounts or additional services offered by the Company:

- apply only while the Membership remains active;
 - have no cash value unless expressly stated otherwise; and
 - may not be transferred unless the Company agrees in writing.
-

11.16 End of Membership

Termination or expiry of a Membership:

- does not affect rights or obligations that accrued before it ended;
 - does not affect outstanding payment obligations;
 - does not prevent either party exercising any legal rights that have already arisen; and
 - does not prevent the Customer requesting future Services under a new Agreement.
-

12. CANCELLATION AND TERMINATION

12.1 General

This Section sets out the circumstances in which either party may cancel or terminate the Agreement and the consequences of doing so.

Nothing in this Section affects any statutory rights available to Consumers.

12.2 Consumer Cancellation Rights

Where the Customer is a Consumer and legislation provides a statutory right to cancel, the Company shall provide the required pre-contract information and cancellation notice before the Agreement is formed.

The exercise of any statutory cancellation right shall be governed by applicable legislation and any separate cancellation information provided by the Company.

12.3 Customer Cancellation

The Customer may request cancellation of the Services at any time before completion.

Cancellation requests should be made using the Company's published contact details.

Where reasonably practicable, cancellation should be confirmed in writing.

Cancellation takes effect only when received by the Company.

12.4 Notice Periods

Unless otherwise agreed in writing:

- one-off residential Services should be cancelled at least **72 hours** before the scheduled appointment;

- Membership visits should be cancelled or rearranged at least **24 hours** before the scheduled appointment; and
- Commercial Customers shall provide the notice period specified within the Agreement.

A different notice period shall apply only where it is expressly stated within the Quotation, Membership Agreement or another written agreement made before the booking is confirmed.

12.5 Customer Cancellation Charges

Where the Customer cancels after an Agreement has been formed, the Company may recover reasonable costs directly arising from that cancellation, including:

- Materials purchased specifically for the Services;
- hired equipment;
- third-party charges;
- specialist surveys;
- non-refundable bookings; and
- other costs reasonably incurred in reliance upon the Agreement.

The Company shall not recover costs that it could reasonably have avoided.

Nothing in this clause affects any statutory cancellation rights available to Consumers.

12.6 Cancellation After Work Has Commenced

Where the Customer requests cancellation after the Services have commenced, the Customer shall pay for:

- Services already provided;
- Materials used;
- agreed Variations completed;
- any unavoidable third-party costs; and
- any other reasonable costs directly incurred before cancellation took effect.

The Company shall stop work as soon as reasonably practicable after receiving the cancellation request unless immediate cessation would create a safety risk or increase loss.

12.7 Company Cancellation

The Company may cancel the Agreement before the Services commence where:

- safe working cannot reasonably be achieved;
- the Customer has provided materially inaccurate information;
- access cannot reasonably be obtained;
- payment requirements have not been satisfied;
- a Force Majeure Event prevents the Services; or
- another circumstance outside the Company's reasonable control makes the Agreement impracticable.

Where appropriate, the Company shall refund any sums paid for Services that will not be provided, less any lawful deductions permitted by these Terms or applicable law.

12.8 Company Termination

The Company may terminate the Agreement immediately by written notice where the Customer:

- commits a serious breach of the Agreement;
- repeatedly breaches the Agreement;
- refuses to provide safe access;
- behaves abusively, threateningly or violently towards Personnel;
- requires the Company to act unlawfully or unsafely;
- fails to maintain the agreed payment arrangements after being given a reasonable opportunity to do so; or
- otherwise makes continued performance of the Agreement unreasonable.

Termination shall not affect the Company's right to recover sums lawfully due.

12.9 Membership Termination

Memberships may be terminated in accordance with:

- the Membership Agreement;
- Section 11 (Memberships); and
- this Section.

Where a Membership ends before completion of the Minimum Term, any financial consequences shall be determined in accordance with **Section 11.11**.

12.10 Force Majeure

Where a Force Majeure Event continues for more than **60 consecutive days**, either party may terminate the affected part of the Agreement by written notice.

Termination under this clause shall not affect rights or liabilities that accrued before termination.

12.11 Property Left Safe

Where the Agreement ends after the Services have commenced, the Company shall, where reasonably practicable, leave the Working Area in a safe condition before leaving the Property.

This clause does not require the Company to complete unfinished Services.

12.12 Effect of Termination

Termination or cancellation of the Agreement:

- does not affect rights or obligations accrued before termination;
 - does not affect outstanding payment obligations;
 - does not affect any provision intended to survive termination; and
 - does not prevent either party exercising any legal right arising before termination.
-

12.13 Return of Company Property

Upon termination of the Agreement, the Customer shall return any Company property, equipment, documents or Access Credentials in their possession where reasonably requested.

12.14 Business Records

The Company may retain Business Records following cancellation or termination where reasonably necessary for:

- contractual administration;
- legal compliance;
- insurance;
- complaint investigation;
- evidential purposes; or
- protecting the Company's legitimate business interests.

The processing of Personal Data is governed by **Section 15 (Privacy and Data Protection)**.

12.15 Mitigation of Loss

Where cancellation or termination gives rise to loss, both parties shall take reasonable steps to minimise that loss.

The mitigation provisions contained within **Section 13.15** apply to any loss arising from cancellation or termination.

12.16 Survival

The following Sections shall continue to apply after termination or completion of the Agreement where relevant:

- Payment obligations (Section 10);
 - Membership consequences (Section 11);
 - Liability, Insurance and Satisfaction Guarantee (Section 13);
 - Privacy and Data Protection (Section 15);
 - Complaints and Dispute Resolution (Section 16); and
 - General Legal Provisions (Section 18).
-

13. LIABILITY, INSURANCE AND SATISFACTION GUARANTEE

13.1 General

The Company shall exercise reasonable skill and care in providing the Services.

Nothing in these Terms excludes, restricts or limits any liability that cannot lawfully be excluded or limited, including liability for:

- death or personal injury caused by negligence;
 - fraud or fraudulent misrepresentation; or
 - any other liability that applicable law prevents from being excluded or limited.
-

13.2 Insurance

The Company shall maintain insurance appropriate to the nature and scale of its business.

This may include:

- Public Liability Insurance;
- Employers' Liability Insurance, where required by law;
- Motor Insurance; and
- any other insurance the Company reasonably considers appropriate.

Evidence of insurance may be provided upon reasonable request.

13.3 Limitation of Liability

Subject to clause 13.1, the Company's total liability arising out of or in connection with the Agreement shall not exceed the greater of:

- the total amount paid by the Customer for the relevant Services; or
- **£5,000,000** where the relevant loss is covered by the Company's Public Liability Insurance.

For Commercial Customers, the parties may agree a different liability limit in writing before the Agreement is formed.

Nothing in this clause limits liability where such limitation would be unlawful.

Note: Replace the bracketed figure with your actual Public Liability Insurance limit (e.g. £5,000,000) once verified with your insurer.

13.4 Excluded Losses

To the fullest extent permitted by law, the Company shall not be liable for:

- indirect loss;
- consequential loss;
- loss of profit;
- loss of business;
- loss of goodwill;
- loss of contracts;
- loss of opportunity;
- loss of anticipated savings; or
- any loss that was not reasonably foreseeable when the Agreement was formed.

This clause does not affect the statutory rights of Consumers.

13.5 Pre-Existing Defects

The Company's liability does not extend to defects, deterioration or damage arising solely from the existing condition of the Property.

Property condition and existing defects are governed by **Section 8 (Property Condition, Working at Height and Site Risks)**.

13.6 Satisfaction Guarantee

The Company is committed to delivering a high standard of workmanship.

If the Customer believes that the Services have not been carried out with reasonable skill and care, they should notify the Company **within 24 hours of completion of the relevant visit**, or as soon as reasonably practicable where the issue could not reasonably have been discovered within that period.

Where the matter is within the Company's reasonable control, the Company will use reasonable endeavours to:

- inspect the issue promptly; and
- where appropriate, rectify the affected workmanship at no additional cost.

Where reasonably practicable, the Company aims to attend within **24 hours** of receiving notification, although this cannot be guaranteed in every circumstance.

The Satisfaction Guarantee applies only to workmanship and does not extend to:

- existing defects;
- deterioration identified during cleaning;
- outcomes not included within the Agreement;
- permanent staining;
- natural weathering;
- matters outside the Company's reasonable control; or
- circumstances expressly excluded elsewhere within these Terms.

The Company's obligation under this clause is limited to inspecting and, where appropriate, rectifying the affected workmanship.

Nothing in this clause limits any remedy available to a Consumer under applicable law.

13.7 Customer Duty to Report Damage

The Customer should inspect the completed Services within a reasonable period.

Any alleged damage believed to have been caused by the Company should be reported as soon as reasonably practicable and, where possible, supported by:

- photographs;
- video recordings;
- witness evidence; or
- any other relevant information.

Except where immediate action is reasonably necessary to protect people or property, the Customer shall allow the Company a reasonable opportunity to inspect the alleged damage before arranging repairs by a third party.

13.8 Customer Property

The Customer remains responsible for securing valuables, fragile items, vehicles and personal belongings before the Services commence.

The Company shall not be liable for damage to items that:

- the Customer was requested to remove from the Working Area but failed to remove; or
- could not reasonably have been foreseen to be at risk.

Nothing in this clause excludes liability where loss results from the Company's failure to exercise reasonable skill and care.

13.9 Consequential Damage from Existing Defects

Where the Company has exercised reasonable skill and care, it shall not be responsible for damage arising because the Services revealed or exposed an existing defect.

Examples include:

- leaking gutters caused by failed seals;
- water ingress through defective window frames;
- loose roof tiles;
- unstable paving;
- deteriorated render;
- failed pointing;
- defective drainage; or
- previously concealed structural defects.

13.10 Gutter Debris

When carrying out gutter clearing, roof cleaning or similar Services, the Company will use reasonable care to collect and remove debris.

The Customer acknowledges that small amounts of moss, leaves, silt or similar material may unintentionally fall onto the Property or neighbouring land.

Where the Customer notifies the Company promptly of significant debris that was not reasonably identified during the visit, the Company will use reasonable endeavours to return within a reasonable time to remove it, subject to safe access being available.

13.11 Third-Party Property

The Company shall exercise reasonable care to avoid causing damage to neighbouring property.

The Company shall not be liable for damage arising solely from:

- existing defects;
- hidden conditions;
- inaccurate information supplied by the Customer; or
- circumstances beyond the Company's reasonable control,

provided the Company has exercised reasonable skill and care.

13.12 Customer Instructions

Where the Customer instructs the Company to proceed against the Company's professional advice, the Company shall not be responsible for any loss arising directly from those instructions, provided that:

- the Company explained the relevant risk; and
- the Customer chose to proceed.

Nothing in this clause excludes liability for the Company's own negligence.

13.13 Defective Installations

The Company shall not be liable for loss arising solely from:

- defective construction;
- poor workmanship by others;
- faulty installation;
- incompatible products;

- inadequate maintenance; or
 - deterioration occurring before the Services commenced.
-

13.14 Claims Procedure

Where the Customer wishes to make a claim, they should notify the Company as soon as reasonably practicable, providing:

- a description of the issue;
- photographs where available;
- the date the issue was discovered; and
- any other information reasonably requested.

The Company shall be given a reasonable opportunity to inspect the matter before remedial work is carried out by others, except where immediate action is reasonably necessary to prevent injury or significant property damage.

Claims shall be investigated in accordance with **Section 16 (Complaints and Dispute Resolution)**.

13.15 Mitigation of Loss

Both parties shall take reasonable steps to minimise any loss arising from an incident.

Neither party shall recover losses that could reasonably have been avoided.

13.16 Goodwill

Any inspection, repeat visit, discount, refund or other goodwill gesture made by the Company:

- is made without prejudice;
 - does not constitute an admission of liability;
 - does not create a precedent; and
 - does not vary these Terms unless expressly confirmed in writing.
-

14. STAFF, SUBCONTRACTORS AND PROFESSIONAL STANDARDS

14.1 General

The Company is committed to delivering the Services safely, professionally and to a consistently high standard.

The Company shall ensure that Personnel undertaking the Services are appropriately selected, trained, instructed and supervised according to the nature of the work being performed.

The Company reserves the right to determine the Personnel assigned to any booking.

14.2 Personnel

The Company may perform the Services using:

- directors;
- employees;
- workers;

- apprentices;
- trainees;
- subcontractors;
- specialist contractors; or
- other authorised representatives.

All Personnel shall work under the Company's operational control and in accordance with these Terms.

14.3 Competence and Training

The Company is committed to ensuring that Personnel possess the knowledge, skills and competence appropriate to the Services they perform.

Training may include, where appropriate:

- window cleaning;
- gutter cleaning;
- pressure washing;
- soft washing;
- roof cleaning;
- Working at Height;
- ladder safety;
- mobile elevating work platform (MEWP) operation;
- Chemical handling;
- COSHH;
- manual handling;
- environmental protection;
- waste management;
- customer service;
- first aid awareness;
- safeguarding, where applicable; and
- any other training reasonably considered appropriate.

Training may consist of:

- accredited courses;
 - manufacturer instruction;
 - in-house training;
 - supervised practical experience;
 - competency assessments; or
 - other appropriate methods.
-

14.4 Supervision

Where Personnel are undertaking training or gaining practical experience, the Company shall provide an appropriate level of supervision having regard to:

- the nature of the Services;

- the risks involved;
- the experience of the individual; and
- applicable legal requirements.

The Company shall determine the appropriate level of supervision for each task.

14.5 Subcontractors

The Company may appoint suitably qualified subcontractors or specialist contractors to perform all or part of the Services.

Where subcontractors are engaged, the Company shall take reasonable steps to ensure that they:

- possess appropriate competence;
- maintain suitable insurance where appropriate;
- comply with applicable legislation;
- follow relevant Company Policies; and
- perform the Services to a standard consistent with these Terms.

The appointment of subcontractors does not reduce the Company's contractual responsibilities under the Agreement.

14.6 Professional Standards

Personnel are expected to:

- act professionally and courteously;
 - exercise reasonable skill and care;
 - comply with health and safety requirements;
 - protect the Customer's Property;
 - respect neighbouring property;
 - use equipment responsibly;
 - maintain appropriate standards of conduct; and
 - follow relevant Company Policies.
-

14.7 Identification

Where reasonably practicable, Personnel attending the Property may wear Company-branded clothing and may carry identification.

The absence of branded clothing or identification does not invalidate the Agreement or prevent the Services from being carried out.

14.8 Health and Safety

Personnel shall comply with applicable health and safety legislation together with the Company's health and safety procedures.

The Company may refuse to carry out any instruction that would:

- expose Personnel or others to unreasonable risk;
- require unsafe working practices;
- breach applicable legislation; or

- conflict with recognised industry good practice.

14.9 Customer Conduct

The Company is committed to providing a safe and respectful working environment.

The Customer shall ensure that neither they nor any person under their control behaves towards Personnel in a manner that is:

- abusive;
- threatening;
- violent;
- intimidating;
- discriminatory;
- sexually inappropriate; or
- otherwise unacceptable.

Where such behaviour occurs, the Company may suspend or terminate the Services in accordance with **Section 12 (Cancellation and Termination)**.

Nothing in this clause affects the Company's right to recover payment for Services already provided.

14.10 Requests for Particular Personnel

The Customer may request that a particular member of Personnel attends the Property.

The Company will use reasonable endeavours to accommodate such requests but cannot guarantee the availability of any individual.

The Company reserves the right to substitute Personnel where reasonably necessary.

14.11 Operational Changes

The Company may substitute Personnel or rearrange appointments where reasonably necessary due to:

- illness;
- injury;
- annual leave;
- training;
- emergency work;
- operational requirements; or
- other circumstances beyond the Company's reasonable control.

Where reasonably practicable, the Customer shall be informed in advance.

14.12 Confidentiality

Personnel are expected to respect the privacy and confidentiality of Customers.

Information obtained during the provision of the Services shall only be used where reasonably necessary for:

- performing the Agreement;
- legal compliance;
- insurance;

- complaint investigation;
- quality assurance;
- staff training; or
- other legitimate business purposes.

The processing of Personal Data is governed by **Section 15 (Privacy and Data Protection)**.

14.13 Continuous Professional Development

The Company may provide continuing professional development through:

- refresher training;
- toolbox talks;
- manufacturer updates;
- competency reviews; and
- operational briefings.

The introduction of improved training or operational procedures shall not constitute a Variation or breach of the Agreement.

14.14 Equality, Diversity and Inclusion

The Company is committed to providing an inclusive working environment.

The Company expects Personnel and Customers to treat one another with dignity, courtesy and respect regardless of:

- age;
 - disability;
 - gender reassignment;
 - marriage or civil partnership;
 - pregnancy or maternity;
 - race;
 - religion or belief;
 - sex; or
 - sexual orientation.
-

14.15 Professional Judgement

Personnel may exercise reasonable professional judgement while carrying out the Services.

Where a member of Personnel reasonably believes that following a Customer's instruction would:

- create an unacceptable safety risk;
- breach applicable legislation;
- damage the Property;
- create an unacceptable environmental risk; or
- otherwise conflict with these Terms,

they may refuse to follow that instruction and shall, where reasonably practicable, explain the reasons to the Customer.

15. PRIVACY AND DATA PROTECTION

15.1 General

The Company is committed to protecting the privacy and Personal Data of its Customers, Personnel, contractors and any other individuals whose Personal Data it processes.

The Company shall process Personal Data fairly, lawfully and transparently in accordance with:

- the UK General Data Protection Regulation (UK GDPR);
- the Data Protection Act 2018; and
- any legislation replacing or supplementing them.

15.2 Data Controller

Unless otherwise stated, **TrueStone Exteriors Ltd** is the Data Controller responsible for Personal Data processed in connection with the Services.

Questions regarding the processing of Personal Data should be directed to the Company's published privacy contact details.

15.3 Personal Data

The Company may collect and process Personal Data reasonably necessary for the performance of the Agreement or compliance with legal obligations.

This may include:

- names;
- postal addresses;
- telephone numbers;
- email addresses;
- Property details;
- Business Records;
- photographs and video recordings;
- Quotations;
- invoices;
- payment records;
- Membership information;
- correspondence; and
- other information reasonably required to provide the Services or comply with applicable law.

The Company shall collect only the Personal Data reasonably required for legitimate business purposes.

15.4 Lawful Basis for Processing

The Company shall process Personal Data only where a lawful basis exists.

Depending upon the circumstances, this may include:

- performance of the Agreement;

- compliance with a legal obligation;
 - the Company's legitimate interests;
 - protection of vital interests;
 - consent, where required; or
 - another lawful basis recognised by applicable legislation.
-

15.5 Purpose of Processing

Personal Data may be processed for purposes including:

- preparing Quotations;
 - arranging appointments;
 - providing the Services;
 - processing payments;
 - administering Memberships;
 - customer support;
 - complaint investigation;
 - legal compliance;
 - insurance;
 - fraud prevention;
 - business administration;
 - staff training;
 - quality assurance; and
 - marketing where permitted by law.
-

15.6 Sharing Personal Data

Where reasonably necessary, the Company may share Personal Data with:

- Personnel;
- authorised subcontractors;
- payment service providers;
- accountants;
- insurers;
- legal advisers;
- software providers;
- regulatory authorities;
- waste management contractors; and
- any other organisation where disclosure is required by law or reasonably necessary to perform the Agreement.

The Company does **not** sell Personal Data to third parties.

15.7 Security

The Company shall take reasonable technical and organisational measures to protect Personal Data against:

- unauthorised access;
- accidental loss;
- destruction;
- misuse;
- alteration; or
- unauthorised disclosure.

Whilst appropriate safeguards are maintained, no electronic storage or transmission system can be guaranteed to be completely secure.

15.8 Artificial Intelligence and Cloud Systems

The Company may use appropriately approved cloud-based software, artificial intelligence and other digital systems to assist with legitimate business activities, including:

- business administration;
- scheduling;
- customer communications;
- document management;
- Business Records;
- image processing;
- report preparation; and
- quality assurance.

Where Personal Data is processed using such systems, the Company shall ensure that:

- appropriate contractual safeguards are in place;
- reasonable technical and organisational security measures are maintained;
- processing complies with applicable data protection legislation; and
- Personal Data is not processed using systems that the Company reasonably considers unsuitable for that purpose.

15.9 Data Retention

The Company shall retain Personal Data and Business Records only for as long as reasonably necessary to:

- perform the Agreement;
- comply with legal obligations;
- satisfy insurance requirements;
- resolve complaints or disputes;
- maintain service history;
- prepare future Quotations; or
- protect the Company's legitimate business interests.

When records are no longer required, they shall be securely deleted, destroyed or anonymised where appropriate.

15.10 Marketing Communications

Where permitted by law, the Company may send Customers information relating to:

- Services;
- Memberships;
- offers;
- promotions;
- business updates; and
- other marketing communications.

Customers may opt out of marketing communications at any time.

Opting out of marketing does not prevent the Company from sending communications relating to:

- bookings;
- appointments;
- invoices;
- Memberships;
- complaints;
- legal obligations; or
- other matters connected with the Agreement.

15.11 Individual Rights

Subject to applicable legislation, individuals may exercise rights including:

- requesting access to their Personal Data;
- requesting correction of inaccurate Personal Data;
- requesting erasure where applicable;
- requesting restriction of processing;
- objecting to certain processing activities;
- requesting data portability where applicable; and
- withdrawing consent where processing relies upon consent.

Requests should be submitted using the Company's published privacy contact details.

15.12 Operational Records

The creation and use of photographs, video recordings and other Business Records are governed by **Section 9 (Photography, Media and Intellectual Property)**.

Nothing in this Section prevents the Company from creating or retaining Business Records where reasonably necessary for:

- contractual administration;
- insurance;
- legal compliance;
- complaint investigation;
- evidential purposes; or

- protecting the Company's legitimate business interests.

15.13 Personal Data Breaches

Where the Company becomes aware of a Personal Data breach, it shall investigate the matter promptly and take reasonable steps to:

- contain the breach;
- minimise potential harm;
- comply with applicable reporting obligations; and
- notify affected individuals where required by law.

15.14 International Transfers

Where Personal Data is transferred outside the United Kingdom, the Company shall ensure that appropriate safeguards are in place in accordance with applicable data protection legislation.

15.15 Privacy Policy

The Company maintains a separate Privacy Policy explaining in greater detail:

- the categories of Personal Data collected;
- how Personal Data is used;
- how long records are retained;
- the rights available to individuals; and
- how those rights may be exercised.

Where there is any inconsistency between these Terms and the Privacy Policy, these Terms shall govern the contractual relationship unless applicable law requires otherwise.

15.16 Information Commissioner's Office

Individuals who believe that the Company has not handled their Personal Data appropriately are encouraged to contact the Company in the first instance.

Individuals also have the right to lodge a complaint with the **Information Commissioner's Office (ICO)**, the United Kingdom's independent supervisory authority for data protection.

16. COMPLAINTS AND DISPUTE RESOLUTION

16.1 Commitment to Customer Service

The Company is committed to providing a high standard of workmanship, professionalism and customer service.

Where a Customer is dissatisfied with any aspect of the Services, the Company encourages them to notify the Company promptly so that the matter can be investigated and, where appropriate, resolved fairly, efficiently and without unnecessary delay.

16.2 Making a Complaint

Complaints should be submitted as soon as reasonably practicable after the Customer becomes aware of the issue.

Where reasonably possible, the Customer should provide:

- a description of the issue;
- the Property address;
- photographs or video recordings where available;
- the date the issue was identified; and
- any other information reasonably requested by the Company.

Prompt notification assists the Company in investigating the matter fairly and accurately.

16.3 Contacting the Company

Complaints should be submitted using the Company's published contact details.

The Company may accept complaints by:

- email;
 - telephone;
 - post;
 - WhatsApp; or
 - another agreed method of communication.
-

16.4 Acknowledgement

The Company aims to acknowledge receipt of a complaint within **2 calendar days**.

Where additional information is reasonably required, the Company may request further details before commencing its investigation.

Failure to acknowledge a complaint within this timescale does not invalidate the complaints process.

16.5 Investigation

The Company shall investigate complaints using all information reasonably available, which may include:

- Business Records;
- photographs;
- video recordings;
- inspection records;
- staff statements;
- manufacturer guidance;
- Customer correspondence; and
- any other relevant information.

Where reasonably necessary, the Company may inspect the Property before reaching its findings.

16.6 Opportunity to Inspect and Remedy

Before arranging remedial work by another contractor, the Customer shall give the Company a reasonable opportunity to inspect the alleged issue.

Where the Company concludes that workmanship falls below the standard required by the Agreement, it shall be given a reasonable opportunity to rectify the issue.

This clause does not prevent the Customer arranging emergency work where immediate action is reasonably necessary to protect people or property.

16.7 Complaint Outcome

Following its investigation, the Company shall notify the Customer of its findings.

Where appropriate, the Company may:

- carry out remedial work;
- repeat part of the Services;
- provide a partial refund;
- provide a full refund;
- offer a price reduction;
- provide another appropriate remedy; or
- reject the complaint where it is not upheld.

The Company shall not be required to provide duplicative remedies where one appropriate remedy has fully resolved the issue.

16.8 Response Times

The Company aims to provide a substantive response within **14 calendar days** of receiving all information reasonably required to investigate the complaint.

Where this is not reasonably practicable, the Company shall keep the Customer informed of progress and provide an updated estimated timescale.

16.9 Fraudulent, Vexatious or Abusive Complaints

The Company may reject complaints or claims that it reasonably believes are:

- fraudulent;
- dishonest;
- deliberately misleading;
- malicious;
- vexatious; or
- abusive.

Where appropriate, the Company may refer suspected fraudulent activity to its insurers, legal advisers or the relevant authorities.

16.10 Goodwill

Any discount, refund, repeat visit or other goodwill gesture made by the Company:

- is entirely voluntary;
- does not constitute an admission of liability;
- does not establish a precedent; and
- does not vary these Terms unless expressly confirmed in writing.

16.11 Alternative Dispute Resolution

If a complaint cannot be resolved through the Company's complaints procedure, the parties may agree to attempt resolution through mediation or another appropriate form of Alternative Dispute Resolution (ADR) before commencing legal proceedings.

Participation in ADR shall be voluntary unless otherwise required by law or expressly agreed by the parties.

16.12 Legal Proceedings

Nothing in this Section prevents either party from commencing legal proceedings where:

- Alternative Dispute Resolution has been unsuccessful;
 - urgent legal action is reasonably necessary; or
 - either party wishes to exercise a legal right available to them.
-

16.13 Continuous Improvement

The Company may use complaints, customer feedback and quality assurance reviews to improve:

- Services;
- training;
- equipment;
- Company Policies;
- operational procedures; and
- customer service.

Where Personal Data is processed for these purposes, it shall be handled in accordance with **Section 15 (Privacy and Data Protection)**.

17. COMPANY POLICIES

17.1 General

The Company maintains policies, procedures and management systems to support the safe, lawful and professional delivery of the Services.

These policies support the Company's operations and should be read alongside these Terms where relevant.

Unless expressly stated otherwise, the Company's internal policies are operational documents and do not create contractual obligations beyond those contained within these Terms.

17.2 Company Policies

The Company may maintain policies and procedures including:

- Health and Safety Policy;
- Environmental Policy;
- Waste Management Policy;
- Wastewater and Trade Effluent Policy;

- COSHH Policy;
 - Risk Assessment and Method Statement (RAMS) procedures;
 - Privacy Policy;
 - Data Protection Policy;
 - Lone Working Policy;
 - Vehicle and Driver Policy;
 - Equipment Inspection and Maintenance Policy;
 - Staff Training and Competency Policy;
 - Accident and Incident Reporting Procedure;
 - Complaints Procedure;
 - Quality Assurance Procedure;
 - Photography and Media Policy;
 - Social Media Policy;
 - Equality, Diversity and Inclusion Policy;
 - Anti-Bribery and Corruption Policy;
 - Modern Slavery Statement, where applicable; and
 - any other policy or operational procedure adopted by the Company from time to time.
-

17.3 Availability of Policies

Where reasonably requested, the Company may provide copies or summaries of selected Company Policies.

The Company may withhold, redact or summarise information that is:

- commercially sensitive;
 - confidential;
 - security-sensitive;
 - legally privileged; or
 - not reasonably relevant to the Services.
-

17.4 Policy Updates

The Company may amend, replace or withdraw Company Policies from time to time to reflect:

- changes in legislation;
- regulatory requirements;
- recognised industry good practice;
- technological developments;
- operational improvements; or
- changes to the Services.

Such changes shall not affect the validity of an existing Agreement unless they materially alter the agreed Services or reduce the Customer's statutory rights.

17.5 Compliance by Personnel

The Company requires Personnel to comply with all Company Policies relevant to the work they undertake.

The Company shall take reasonable steps to ensure that Personnel receive appropriate instruction, supervision and training.

17.6 Commercial Customer Requirements

Where a Commercial Customer requires compliance with Site-specific rules, contractor manuals, permit systems or similar operational requirements, those requirements shall be provided before the Agreement is formed.

The Company will use reasonable endeavours to comply with such requirements where they:

- are lawful;
- are reasonably practicable;
- do not conflict with these Terms; and
- have been communicated before work begins.

Where compliance materially increases the cost or duration of the Services, the matter may be treated as a Variation under **Section 4 (Quotations and Pricing)**.

The Company shall not be deemed to have accepted any Customer policy or contractual term unless it has expressly agreed to do so in writing.

17.7 Compliance Documentation

Where reasonably requested, particularly by Commercial Customers, the Company may provide relevant compliance documentation including:

- Public Liability Insurance certificates;
- Employers' Liability Insurance certificates, where applicable;
- upper-tier waste carrier registration details;
- Risk Assessments;
- Method Statements (RAMS);
- COSHH information;
- training records;
- equipment inspection records; and
- other documentation reasonably relevant to the Services.

Where extensive bespoke documentation is requested outside the Company's normal operational procedures, the Company may charge a reasonable administration fee, provided this is agreed before the work is undertaken.

17.8 Continuous Improvement

The Company may carry out internal reviews, inspections and audits to improve:

- safety;
- legal compliance;
- environmental performance;
- service quality;
- operational efficiency;

- customer service; and
- staff competence.

The introduction of improved procedures, technology or management systems shall not constitute a Variation or breach of the Agreement provided the agreed scope or standard of the Services is not materially reduced.

17.9 Interpretation of Company Policies

Where there is any inconsistency between these Terms and a Company Policy, these Terms shall prevail unless:

- applicable legislation requires otherwise; or
- the parties expressly agree otherwise in writing.

References to Company Policies include any updated or replacement version adopted by the Company from time to time.

17.10 Severability of Company Policies

If any Company Policy becomes obsolete, withdrawn or unenforceable, this shall not affect:

- the validity of these Terms;
 - the validity of any other Company Policy; or
 - the Agreement as a whole.
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18. GENERAL LEGAL PROVISIONS

18.1 Entire Agreement

The Agreement constitutes the entire agreement between the Company and the Customer in relation to the Services.

It supersedes all previous discussions, negotiations, representations, understandings and agreements relating to the same Services, except where expressly incorporated into the Agreement.

Nothing in this clause excludes liability for fraud or fraudulent misrepresentation.

18.2 Variations

No Variation to the Agreement shall be binding unless agreed by the parties.

A Variation may be agreed:

- in writing;
- by email;
- by electronic signature;
- by WhatsApp or another agreed electronic communication; or
- by another recorded method capable of being retained and reproduced.

Nothing in this clause prevents the Company making reasonable operational changes permitted elsewhere within these Terms.

18.3 Assignment

The Customer may not assign, transfer or otherwise dispose of any rights or obligations under the Agreement without the Company's prior written consent.

The Company may assign, transfer or novate the Agreement in connection with:

- the sale of its business;
- a company restructuring;
- a merger;
- an acquisition; or
- business succession,

provided that the Customer's rights under the Agreement are not materially reduced.

18.4 Subcontracting

Nothing in the Agreement prevents the Company from appointing subcontractors or specialist contractors to perform all or part of the Services.

The Company remains contractually responsible for the Services provided under the Agreement.

18.5 Notices

Any notice required under the Agreement shall be given in writing.

Notice may be served by:

- email;
- first-class post;
- recorded delivery;
- WhatsApp;
- SMS; or
- another agreed electronic communication.

Unless evidence shows otherwise, notice shall be deemed to have been received:

- immediately, if delivered by hand;
 - **2 calendar days** after posting by first-class post;
 - on the day of transmission where sent electronically before 5:00 pm; or
 - on the following calendar day where sent after 5:00 pm.
-

18.6 Force Majeure

Neither party shall be liable for delay or failure to perform its obligations where this results from a Force Majeure Event.

The affected party shall:

- notify the other party as soon as reasonably practicable;
- take reasonable steps to minimise the effects of the Force Majeure Event; and
- resume performance as soon as reasonably practicable.

Where a Force Majeure Event continues for more than **60 consecutive days**, either party may terminate the affected part of the Agreement by written notice.

Termination under this clause shall not affect any rights or liabilities that accrued before termination.

18.7 Waiver

A failure or delay by either party to exercise any right or remedy under the Agreement shall not constitute a waiver of that right or remedy.

A waiver shall be effective only if made expressly in writing.

A waiver of one breach shall not constitute a waiver of any subsequent breach.

18.8 Severability

If any provision of the Agreement is found by a court or other competent authority to be invalid, illegal or unenforceable, that provision shall be treated as modified to the minimum extent necessary to make it valid and enforceable.

Where modification is not possible, the relevant provision shall be severed from the Agreement.

The remainder of the Agreement shall continue in full force and effect.

18.9 Third Party Rights

Unless expressly stated otherwise, a person who is not a party to the Agreement shall have no right to enforce any provision of the Agreement under the **Contracts (Rights of Third Parties) Act 1999**.

Nothing in this clause affects any right or remedy available independently of that Act.

18.10 Electronic Signatures

The parties agree that electronic signatures have the same legal effect as handwritten signatures, provided they comply with applicable law.

Electronic records, communications and signatures may be relied upon as evidence of the Agreement.

18.11 No Partnership or Agency

Nothing in the Agreement creates:

- a partnership;
- a joint venture;
- an agency relationship; or
- an employment relationship,

between the Company and the Customer.

Neither party has authority to bind the other except where expressly agreed in writing.

18.12 Rights and Remedies

The rights and remedies available under the Agreement are cumulative.

The exercise, or failure to exercise, any right or remedy does not prevent the later exercise of that or any other right or remedy.

18.13 Governing Law

The Agreement and any dispute or claim arising out of or in connection with it shall be governed by the laws of **England and Wales**.

18.14 Jurisdiction

Subject to any mandatory statutory rights available to Consumers, the courts of **England and Wales** shall have exclusive jurisdiction to determine any dispute arising out of or in connection with the Agreement.

19. ACCEPTANCE OF THESE TERMS

19.1 Acceptance

The Customer acknowledges that they have had the opportunity to read these Terms before entering into the Agreement.

The Customer accepts these Terms by:

- signing the Agreement;
 - accepting the Quotation;
 - accepting a Membership Agreement;
 - making any payment requested by the Company in connection with the Services after receiving these Terms;
 - instructing the Company to commence the Services; or
 - otherwise confirming acceptance using a recorded method capable of being retained and reproduced.
-

19.2 Consumer Contracts

Where applicable legislation requires additional pre-contract information or cancellation rights to be provided to a Consumer, the Company shall provide that information separately.

Nothing in these Terms limits or excludes any mandatory rights available to Consumers under applicable law.

19.3 Electronic Acceptance

The parties agree that acceptance communicated electronically, including by:

- email;
- electronic signature;
- online acceptance;
- WhatsApp;
- SMS; or
- another agreed electronic communication,

shall have the same contractual effect as acceptance given in writing, provided it is capable of being retained and reproduced.

19.4 Authority

The person accepting the Agreement on behalf of the Customer confirms that they have the authority to do so.

Where the Customer is a company, partnership, charity, public authority or other organisation, the individual accepting the Agreement warrants that they are authorised to bind that organisation.

19.5 Joint Customers

Where more than one Customer enters into the Agreement, each Customer confirms that they have authority to enter into the Agreement on behalf of themselves and, where applicable, the other named Customer.

Each Customer shall remain jointly and severally liable for the Customer's obligations under the Agreement, to the extent permitted by law.

19.6 Documents Forming the Agreement

The Agreement may comprise one or more of the following documents, where applicable:

- the accepted Quotation;
- the Membership Agreement;
- these Terms;
- any agreed Variations;
- any signed Contract or Service Agreement; and
- any other document expressly incorporated into the Agreement.

Where an inconsistency arises, the order of precedence in **Section 1.5** shall apply.

19.7 Effective Date

The Agreement takes effect on the date it is formed in accordance with **Section 2.3**.

These Terms apply from that date until the Agreement has been completed or otherwise terminated in accordance with these Terms.

19.8 Future Versions of these Terms

The version of these Terms in force on the date the Agreement is formed shall continue to apply to that Agreement unless:

- the parties expressly agree otherwise in writing; or
- a change is required by applicable law.

Updated versions of these Terms shall apply only to Agreements formed after the updated version takes effect, unless otherwise permitted by law.

19.9 Contact Details

The Company's current contact details are set out at the beginning of these Terms and may also be published on the Company's website and other official business communications.

The Customer should notify the Company promptly of any changes to their own contact details that may affect the administration of the Agreement.

End of Terms of Business and Conditions of Service

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Version: 1.0

Effective Date: [05/08/2026]



TRUESTONE EXTERIORS LTD
CLEAN. PROTECT. ENHANCE.