

## Terms and Conditions of Engagement

1. For the purpose of this document, the Customer shall be the persons or parties to whom the applicable quotation is addressed and/or for whom the Works are to be carried out.
2. clear exterior shall with due diligence and in a good and workmanlike manner carry out the works stated in the applicable quotation or as agreed between the Customer and clear exterior ("theWorks")
3. clear exterior may postpone or delay the carrying out of the Works due to inclement weather which would significantly impede the carrying out of such Works or which would make the carrying out of such Works dangerous for the operative or other persons or property and shall have no liability financial or otherwise to the Customer for any such delay. Clear exterior will endeavor to offer the soonest possible date for the Works to be rearranged.
4. clear exterior may cancel the Works without notice if for any reason the carrying out of the Works is deemed unsafe for the operative or any person as a result of an act or omission of the Customer or due to the condition of the property at which the Works are to be undertaken and clear exterior shall have no liability financial or otherwise to the Customer for any such cancellation.
5. The Customer shall ensure that the area where the Works are to be carried out is sufficiently and adequately accessible and safe to clear exterior in all aspects of the carrying out of the Works.
6. Due to the nature of certain works undertaken by clear exterior we expressly draw to the attention of the Customer that no responsibility will be accepted by clear exterior for any water ingress into property upon which the Works are carried out whether during or subsequent to the undertaking of the Works. The property is assumed to be watertight and no liability, cost, expense, claim or otherwise shall be accepted by clear exterior in the event that premises are not so watertight and any water ingress occurs.
7. With regard to roof moss removal works please note that should the removal of the moss highlight any weak areas of the roof or uncover damaged areas of tiling etc clear exterior shall not be held liable in any way for any such matters or any costs, claims or expenses that may result therefrom including but not limited to any required repair works and/or any subsequent ingress of rainwater etc that may occur due to the roof being exposed following the removal of moss deposits.
8. Time shall not be of the essence of this contract and any timescale for completion of the Works discussed shall be approximate albeit clear exterior will use all reasonable endeavours to achieve any requested and reasonable completion date for the Works.
9. Payment will be required to be made by the Customer upon completion of the Works immediately following issue of an invoice. If any deposit payment is required by clear exterior such payment will be due immediately upon customer receipt of invoice and no order shall be deemed confirmed until such payment has been made.
10. If any sums are not paid in accordance with clause 9 herein the Customer shall be liable to pay to clear exterior interest on such sums for so long as they shall remain or have remained unpaid such interest to be calculated at 5% over the base rate of the National Westminster Bank Plc from time to time per annum calculated from the date when payment became due until payment is made.