

Terms and Conditions



TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND/OR SERVICES

These Terms and Conditions are the standard terms of engagement for work undertaken by Alfresco Group Ltd, a company registered in England and Wales under company number 06697308 whose registered office is Building H4, Unit 7, Milton Road, Didcot, England, OX11 7HH.

1. Definitions & Interpretation

1.1. In these Terms and Conditions, the following definitions apply:

Alfresco Group	means Alfresco Group Ltd, and includes all employees and agents of Alfresco Group Ltd
"Cleaning Charges"	means the price for cleaning
"Customer"	means the client; the person/company (including their employees, agents or assigns), organisation for whom Alfresco Group carry out work or supply materials.
"Contract"	means the contract consisting of the Quotation, Order Form and these terms
"Location"	The place where the cleaning services will be undertaken
"Order Form"	means the Alfresco Group order form completed by the Parties
'Parties'	means Alfresco Group and the Customer, and Party shall mean either one of them
"Preferred Start Date"	The date indicated on the Order Form when the Customer would like the services to commence.
"Premises"	The physical buildings and equipment that is to be cleaned
"Quotation"	means the letter or other communication to the Customer setting out the Cleaning Charges for the requested Cleaning Services
"Services"	means the Cleaning Services, including any goods and materials, as set out in the quotation and / or order form.
"Writing"	includes electronic mail and comparable means of communication.

2. In these terms unless the context otherwise requires:

- 2.1.1. words importing any gender include every gender.
- 2.1.2. words importing the singular number include the plural number and vice versa.
- 2.1.3. words importing persons include firms, companies, and corporations and vice versa.
- 2.1.4. references to numbered clauses and schedules are references to the relevant clause in or schedule to the Contract.
- 2.1.5. reference in any schedule to the Contract to numbered paragraphs relate to the numbered paragraphs of that schedule.
- 2.1.6. any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done.

2.1.7.the headings to the clauses, schedules and paragraphs of the Contract are not to affect the interpretation.

2.1.8.any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and

2.1.9.where the word 'including' is used in the Contract, it shall be understood as meaning 'including without limitation'.

3. The Contract

- 3.1. Unless otherwise stated, or withdrawn, all Quotations are valid for 30 days from the date of quotation.
- 3.2. These Terms & Conditions and any Quotation and Order Form provided by Alfresco Group constitute the entire Contract between the Parties.
- 3.3. Previous dealings between the Parties shall not vary or replace these terms or be deemed in any circumstances whatsoever to do so.
- 3.4. These terms and conditions apply to the Contract and each future request for the supply of services and/or materials received by Alfresco Group from the Customer from time to time unless otherwise agreed in writing.
- 3.5. The communication of a request by the Customer to Alfresco Group for the supply of services shall amount to the Client's acceptance of these terms.
- 3.6. Before provision of any goods or services can commence Alfresco Group requires the Customer to provide a signed Order Form.
- 3.7. The Customer's order constitutes an offer by the Customer to purchase the Cleaning Services in accordance with these terms. The order will only be deemed accepted when Alfresco Group issues the Customer with a written acknowledgement of order or commences provision of the Cleaning Services, at which time the Parties shall be bound by the Contract from that date ('the Commencement Date').
- 3.8. Alfresco Group shall endeavour to commence the Cleaning Services from the Preferred Start Date. However, where there is a delay in the provision of the signed Order Form by the Customer or other unforeseen delay, Alfresco Group may need to commence the Cleaning Services on another date within a reasonable time by prior agreement with the Customer.
- 3.9. Unless it is previously terminated without notice as agreed below, the Contract shall continue for 12 months from the Commencement Date (the Term) unless it is terminated by the notice agreed below. Towards the end of the current Term the Customer may be invited to renew for a further 12 months, subject to a price review conducted by Alfresco Group.
- 3.10. Any illustrations, descriptions, imagery either displayed on Alfresco Group's website, in marketing materials (both offline and online), catalogues, price lists or other are intended merely to present a general idea of goods services provided by Alfresco Group. No part of these shall form part of any contract.
- 3.11. These Terms & Conditions apply to the Contract to the exclusion of any other terms that the Customer may seek to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.
- 3.12. No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by the Company or their appointed representative.

4. Provision of Services

- 4.1. In consideration of the Customer paying the Cleaning Charges to Alfresco Group, Alfresco Group shall provide the Cleaning Services to the Customer at the Premises with reasonable skill and care and in accordance with these terms and conditions and shall provide properly skilled staff (including adequate supervision), equipment and cleaning materials for such purpose.
- 4.2. Alfresco Group will use reasonable endeavours to provide staff to carry out the Cleaning Services who are aged 18 or over and are (so far as reasonably possible) known to Alfresco Group.
- 4.3. Alfresco Group will supply its staff with a uniform of overalls, or some other suitable garment clearly marked with Alfresco Group's insignia (if any) and an identification badge.
- 4.4. Alfresco Group will maintain the equipment used in the course of the Cleaning Services regularly in line with applicable safety laws, regulations and governmental guidelines.

5. Alfresco Group's Health and Safety Policy

- 5.1. So far as it affects its staff who perform the Cleaning Services, Alfresco Group undertakes with the Customer that (without limiting its duties to them) it will:
 - 5.1.1. in accordance with applicable law safeguard the health, safety and welfare of its staff performing the Cleaning Services;
 - 5.1.2. bring to the notice of its staff the safety policies of both Alfresco Group and the Customer provided that the Customer has notified Alfresco Group of its safety policy in writing and in advance;
 - 5.1.3. provide reasonable information, training and supervision in safe working practices and the need to work safely; and
 - 5.1.4. have reasonable regard for the health and safety of those not employed by Alfresco Group, but who may be affected by Alfresco Group's work under the Contract.

6. Customer Responsibilities

- 6.1. The Customer shall keep Alfresco Group informed of all security procedures in operation at the Location and the Premises with which it reasonably requires Alfresco Group's staff to comply. Alfresco Group will ensure that its staff working at the Location under the Cleaning Services are made fully aware of and comply with such Customer's security procedures.
- 6.2. The Customer shall if required provide adequate and secure space at the Premises for the storage of Alfresco Group's equipment and materials.
- 6.3. If the Customer moves to another Location or alters the Premises at the Location to any material extent likely to affect the Cleaning Services required or the manner in which the Cleaning Services can be delivered, it shall give Alfresco Group at least 3 months' written notice thereof and give full details of the new or additional Location or the Premises as altered.
- 6.4. Upon receipt of the notice at clause 6.3, Alfresco Group may either:

6.4.1. supply a new or varied schedule specifying the Cleaning Services to be provided by Alfresco Group and a quotation for a revised Cleaning Charge and, if it is accepted by the Customer, the Contract will continue in force as altered; or

6.4.2. Alfresco Group may decline to provide the Cleaning Services at the new Location, or the Premises as altered (as the case may be) in which case the Contract will terminate at the expiry of the notice under clause 6.3.

6.5. The Customer warrants that the Premises are safe for work and comply with all statutory requirements for the health and safety at work of Alfresco Group's staff. Alfresco Group may refuse to permit its staff to work in the Premises or any part of them if Alfresco Group reasonably considers that they may be exposed to undue risk or danger.

7. Customer Complaints

7.1. Any complaint about the performance of the Cleaning Services must be made in writing to Office@alfrescogroup.co.uk within two (2) working days of the occurrence complained about and Alfresco Group will take reasonable action, without cost to the Customer, to investigate and (unless it reasonably considers that the complaint was not justified) take reasonable remedial action.

7.2. In the absence of complaint, it will be assumed that the Customer is satisfied with Alfresco Group's performance of the Cleaning Services. However, nothing in this clause shall act so as to waive or limit any right or remedy either Party may have under the Contract or as may be provided by applicable law.

8. Price & Payment

8.1. Cleaning Charges applicable to this contract will be detailed in the Quotation.

8.2. Alfresco Group may increase the Cleaning Charges by giving 90 days' written notice to take effect on the next due invoice after that period, but: no such change shall be made within 12 months of the Commencement Date; and the Customer may terminate the Contract by giving 60 days' notice in writing following written notification of intent to increase charges.

8.3. Unless otherwise agreed, all invoices are payable within 30 days from the date of invoice.

8.4. All sums payable under the Contract are exclusive of Value Added Tax ("VAT") which is payable in addition to such charges. VAT will be charged at the prevailing rate. Alfresco Group's VAT registration number is GB 941115750. All payments are due in Pounds Sterling.

8.5. Payments should be made by Bank Transfer (BACS/Faster Payment) or by Debit or Credit Card.

8.6. No payment shall be deemed to have been received until Alfresco Group has received cleared funds.

8.7. All payments payable to Alfresco Group under this Contract shall become due immediately upon termination of this Contract despite any other provision.

8.8. The Customer shall make all payments due under this Contract without any deduction whether by way of set-off, counterclaim or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by Alfresco Group to the Customer.

8.9. Time for payment shall be of the essence.

8.10. Any queries relating to an invoice must be received within seven (7) days from the date of the invoice. Until a query is resolved the Customer remains liable to pay the undisputed part of an invoice within the original timescale detailed on it.

- 8.11. If payment of the price or any part thereof is not made by the due date, Alfresco Group may:
- 8.11.1. Cancel the Contract or suspend any further provision of Cleaning Services to the Customer with immediate effect. Any such period of suspension shall be disregarded for the purpose of contractual time limits previously agreed for the completion of the services.
 - 8.11.2. Charge interest at the rate of 8% per year plus the base rate from time to time of Barclays Bank plc calculated on a day-to-day basis on the unpaid amount starting from the date the invoice fell overdue until paid, whether before or after any court judgement.
 - 8.11.3. Apply a charge of £10 (to cover administrative expenses and not as a penalty) per reminder for overdue payment submitted to the Customer. The Company shall be entitled to submit such reminders on a weekly basis once the invoice has become overdue.
 - 8.11.4. Seek to recover all costs reasonably incurred by Alfresco Group in collecting payment of any overdue invoices from the Customer.

8.12. Alfresco Group will not provide or issue any guarantees, certificates, or other similar documents to the Customer for Cleaning Services, unless payment has been made and received in full.

9. Notice of Your Statutory Right to Cancel (Individuals only)

- 9.1. The Customer (being an individual) will have the statutory right to cancel the Contract within 14 days, starting on the day after the Commencement Date (the Cancellation Period).
- 9.2. The Customer will need to notify Alfresco Group that they wish to cancel the Contract. The Customer will need to cancel the Contract in writing, with a clear statement of their intention to cancel. The Customer may use the model cancellation form at the foot of these terms and conditions, but it is not obligatory. In any case, the Customer's statement should include the date the Cleaning Services were ordered, their name, their address, and the date they are requesting the cancellation.
- 9.3. If the Customer requires Alfresco group to begin the Cleaning Services within the Cancellation Period, Alfresco Group require the Customer to make an express request to do so. In such cases, the Customer's right to cancel continues until either the end of the Cancellation Period, or the completion of the Cleaning Services, whichever is the earlier.
- 9.4. If the Customer cancels during the Cancellation Period, Alfresco Group will be entitled to payment by the Customer of a sum in proportion to the Cleaning Services supplied until receiving notice of the decision to cancel, in comparison with the full coverage of the Contract.
- 9.5. The Customer's right to cancel the services will no longer apply once the services have been fully performed.
- 9.6. After Alfresco Group receives the notice of cancellation it will refund any money the Customer has already paid to it for the Cleaning Services, subject to deductions pursuant to sub-clause 9.4, within fourteen (14) days.

10. Termination by Notice

- 10.1. Without prejudice to any other provision of the Contract, either Party may terminate the Contract by not less than [3] months' written notice to the other.
- 10.2. Any request for cancellation from the Customer, without the required notice period be considered a breach of contract and subject to clause 12.1.3.

11. Termination without Notice

- 11.1. Alfresco Group reserves the right to terminate the contract with immediate effect in the event of any of the following:
- 11.1.1. The Customer passes a resolution for winding up (other than for solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or
 - 11.1.2. The Customer ceases to carry on its business or substantially the whole of their business; or
 - 11.1.3. The Customer is declared insolvent, or convenes a meeting of creditors or makes or proposes to make any arrangement or composition with its creditors; or
 - 11.1.4. A liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of the Customer's assets.
 - 11.1.5. The Customer's financial position deteriorates to such an extent that in the Company's opinion the Customer's capability to adequately fulfil its obligations under these Terms has been placed in jeopardy.
- 11.2. If either party breaches a material provision under this contract, and, in the case of a breach capable of being remedied, fails to remedy it within twenty (20) days of being given written notice of the breach, the non-defaulting party may terminate this contract immediately and require the defaulting Party to indemnify the non-defaulting party against all reasonable damages.
- 11.3. All notices of termination of the contract should be submitted to the other party in writing

12. Consequences of Termination

- 12.1. On termination of the contract for any reason:
- 12.1.1. All outstanding unpaid invoices and interest become immediately payable.
 - 12.1.2. All equipment and materials stored at The Customer premises should be return by the Customer. If the Customer fail to do so, then Alfresco Group may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
 - 12.1.3. The accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the contract which existed at or before the date of termination or expiry.
- 12.2. Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

13. Force Majeure

- 13.1. Neither Party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract that result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances exist for a continuous period of more than 6 months, either Party may terminate the Contract by written notice to the other Party.

14. Confidentiality

- 14.1. All information acquired by Alfresco Group relating to the Customer's business shall be treated by Alfresco Group as confidential and Alfresco Group shall not make any use or disclosure of it. Alfresco Group shall (if so requested by the Customer) require its employees to enter into written undertakings as to confidentiality which are directly enforceable by the Customer. The obligations of this clause shall not apply to any information that:
- 14.1.1. was known by or in the possession of Alfresco Group before it was acquired by Alfresco Group from the Customer.
 - 14.1.2. is, or becomes, publicly available through no fault on the part of Alfresco Group.
 - 14.1.3. is provided to Alfresco Group without restriction or disclosure by a third party, who did not breach any confidentiality obligations by making such a disclosure.
 - 14.1.4. was developed by any of Alfresco Group's staff (or on Alfresco Group's behalf) who had no direct access to, or use or knowledge of the confidential information acquired from the Customer; or
 - 14.1.5. is required to be disclosed by order of a court of competent jurisdiction.
- 14.2. This clause shall survive termination of the Contract for a period of six years.

15. Data Protection

- 15.1. 'Data Protection Legislation' refers to The Data Protection Act 2018 and any secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications, as amended, replaced or updated from time to time.
- 15.2. All personal information that the Company may collect (including, but not limited to, the Customer's name, postal address, email address and telephone number) will be collected, used and held in accordance with the provisions of Data Protection Legislation as defined above.
- 15.3. How the Company collects, uses, and stores personal information is set out in its privacy policy.
- 15.4. In certain circumstances, and with the Customer's consent, the Company may pass the Customer's personal information on to credit reference agencies. These agencies are also bound by the Data Protection Legislation as defined in above and should use and hold personal information accordingly.
- 15.5. The Company will not pass on the Customer's personal information to any other third parties for marketing purposes without first obtaining the Customer's express consent.

16. Exclusion of Liability

- 16.1. The liability of Alfresco Group under or in connection with the Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever shall not exceed the Cleaning Charges paid by the Customer to Alfresco Group under the Contract.
- 16.2. Neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty nor otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.
- 16.3. The Customer warrants that they have not entered into the Contract in reliance on any representations made by or on behalf of Alfresco Group that are not expressly incorporated in the

Contract or upon any descriptions, illustrations or specifications contained in any catalogues and publicity material produced by or on behalf of Alfresco Group, all of which are only intended to convey a general idea of the services mentioned in them.

16.4. Nothing in this clause 15 shall limit or exclude Alfresco Group's liability for death or personal injury caused by its negligence, or for any fraudulent statement or act by Alfresco Group.

17. Pre-Contract Reports, Assessments and Samples

17.1. Alfresco Group at its discretion may offer to undertake free assessments, reports, sample cleaning, demonstrations and other advice in connection with its services ('Free Pre-Contract Services').

17.2. The Customer acknowledges that the provision by Alfresco Group of any Free Pre-Contract Services is without commitment by Alfresco Group to provide further services, free of charge or otherwise.

17.3. Any such Free Pre-Contract Services are for the use of the Customer only for the purpose of assessing the need for the Cleaning Services and (without limitation to the foregoing) any related documentation shall not be disclosed to third parties for the purpose of making representations in respect of the condition of any premises.

17.4. During the provision of Free Pre-Contract Services, the Customer provides the warranties at clauses 6.1 and 6.5 above in respect of any premises which Alfresco Group staff visit in the course of the same.

17.5. Alfresco Group relies on the exclusions and limitations of liability set out at clause 16 above in respect of any Free Pre-Contract Services.

17.6. Without limitation of the above clause 16.5, Alfresco Group cannot and does not advise upon the condition, suitability, safety or performance of any feature or part of the Premises or Location save for its cleanliness.

18. Notices

18.1. Any notice to be given under the Contract shall be in writing and shall be sent by first class mail or air mail, or by facsimile or email (confirmed by first class mail or air mail), to the address or facsimile number of the relevant Party set out overleaf, or such other address or facsimile number as that Party may from time to time notify to the other Party in accordance with this clause 30.

18.2. Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first class mail), or 7 working days after the date of posting (in the case of air mail), or on the next working day after transmission (in the case of facsimile messages, but only if a transmission report is generated by the sender's facsimile machine recording a message from the recipient's facsimile machine, confirming that the facsimile was sent to the number indicated above and confirming that all pages were successfully transmitted), or on the next working day after sending (in the case of email).

18.3. In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and despatched and despatch of the transmission was confirmed and/or acknowledged as the case may be.

19. Other Important Terms

- 19.1. Nothing in the contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 19.2. This contract represents the entire agreement between the parties in respect of the services and shall prevail over any conditions contained or referred to in any of the Customer’s documents or otherwise.
- 19.3. If any part of this contract is found to be void or un-enforceable by any court of competent jurisdiction, such part shall be severed from this contract, which will otherwise remain in full force and effect.
- 19.4. No failure or delay by either Party in exercising any right, power or privilege under the Contract shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in the Contract are cumulative and not exclusive of any rights and remedies provided by law.
- 19.5. Alfresco Group may transfer or subcontract their rights and obligations under these terms to another person or organisation, but this will not affect the Customer’s rights or our obligations under these terms.
- 19.6. The Customer may not without the prior written consent of Alfresco Group assign or dispose of the Cleaning Contract, part with any interest in it, or grant any lease or license or delegate any of the rights conferred by it.
- 19.7. For the purposes of the Contracts (Rights of Third Parties) Act 1999 the Contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

20. Governing Law & Jurisdiction

- 20.1. The validity, construction and performance of the Contract shall be governed by English law and shall be subject to the non-exclusive jurisdiction of the English courts to which the Parties submit.

Alfresco Group Ltd

The Client

Signature

Signature

Print Name & Title

Print Name & Title

Date

Date

MODEL CANCELLATION FORM (for Individuals Only)

To Alfresco Group Ltd, Building H4, Unit 7, Old Milton, Road Didcot, Oxfordshire OX11 7HH.

I/We* hereby give notice that I/We* cancel My/Our* contract of sale for the provision of Goods and Services.

**delete as appropriate*

Date of Order	
Order Details	
Customer Name	
Address	
Signature	
Date	

Print off and send this form to Alfresco Group Ltd, Building H4, Unit 7, Old Milton, Road Didcot, Oxfordshire OX11 7HH., or scan it and email it to Office@alfrescogroup.co.uk

Alternatively, you can just e-mail Alfresco Group with your cancellation request, including your name and address details.

TERMS & CONDITIONS QA NATIONAL WARRANTIES

1. Definitions

- 1.1. Guarantor means the individual or legal entity who contracted with the Guarantor to have render cleaning works undertaken on the Property.
- 1.2. Guarantor means Alfresco Group Contract Cleaning Ltd.
- 1.3. Inspection means a survey undertaken by the Guarantor on the Property.
- 1.4. Inspection Fee means the amount of [AMOUNT] which is payable to the Guarantor.
- 1.5. Organic Materials means moss, lichens, algae, mildews and moulds.
- 1.6. Property means the property owned by the Guarantee Beneficiary, which has been subject to cleaning by the Guarantor.
- 1.7. Service means the treatment, by the Guarantor, of the rendering on the Property to prevent the regrowth of Organic Materials.

2. Guarantee

- 2.1. This guarantee is provided freely by the Guarantor to the Guarantee Beneficiary in respect of the Service. It is guaranteed - subject to the exclusions and conditions- that:
- 2.2. or an initial period of 12 months, commencing on the Commencement Date, the treated areas of the Property shall be free from the visible regrowth of Organic Materials.
- 2.3. maximum period of 5 years from the Commencement Date, in accordance with the terms of Section 5.

3. Exclusions

- 3.1. The Guarantor -under this guarantee- shall not be responsible for regrowth of Organic Materials on the render due to:
 - 3.1.1. Use of the render as tanking or load-bearing space.
 - 3.1.2. Improper installation or application of the render.
 - 3.1.3. Cracks in the render due to structural movement.
 - 3.1.4. Overflow or leakage of gutters and water pipes.
 - 3.1.5. Trees, plants or foliage growing on or within 1 meter of the render.
 - 3.1.6. Flooding or dampness of any kind.
 - 3.1.7. The Guarantor - under this guarantee - shall not be responsible for costs and damages resulting from the necessary removal of; necessary disposal of; or safe handling of:
 - 3.1.8. Hazardous materials present in or around any part of the Property.
 - 3.1.9. Coatings or sealants applied to the render prior to or subsequent to the Service being carried out.
- 3.2. The Guarantor -under this guarantee- shall not be responsible for the costs of organising or arranging of:
 - 3.2.1. Scaffolding – unless the Platinum Maintenance Package has been taken out in which case Access equipment will be provided up to 23 meters in height subject to your surface area allowing access and parking for a 3.5 tonne Nissan Cabstar.

4. Access to the Property.

- 4.1. For the avoidance of doubt, the Guarantor -under this guarantee- shall not be responsible for;
 - 4.1.1. Regrowth of Organic Materials where such regrowth does not result in a visible change to the appearance of the render compared to the images taken of the Property by the Guarantor on the Completion Date.
 - 4.1.2. Any losses or damages directly or indirectly relating to an event which causes a claim under this guarantee but does not explicitly relate to the costs of treating the regrowth of Organic Materials

at the Property. In particular, the Guarantor's liabilities -in contract and tort- in respect of damage to the Property and its contents are expressly disclaimed.

4.1.3. Growth of flora other than the Organic Materials.

4.1.4. Any liability whatsoever beyond the initial 12-month period unless this guarantee has been extended in accordance with Section 5.

4.1.5. Defects to the render or defects to the Property itself.

5. Conditions

5.1. This guarantee is subject to the following conditions:

5.1.1. The Guarantor being informed by email -and approving of- any change in use of the Property. (The Guarantor's approval in this respect shall not be withheld unless the change of use presents an increased likelihood of the occurrence of the visible regrowth of Organic Materials).

5.1.2. The Guarantor being informed by email -and approving of- any change in the ownership of the Property. (The Guarantor's approval in this respect shall not be withheld unless the change in ownership presents an increased likelihood of the occurrence of the visible regrowth of Organic Materials; or an increased cost associated with treating the Property).

5.1.3. The Guarantor being in receipt of all payments due to it in respect of the Service (including receipts in respect of any Inspection Fees).

5.1.4. The Guarantor having been paid in full in respect of the Service.

6. Claims Procedure

6.1. Where the Guarantee Beneficiary becomes aware of any situation which may lead to a claim under this guarantee, the Guarantee Beneficiary shall;

6.1.1. Write to the Guarantor at the Guarantor's Email Address detailed above; attaching photographs evidencing visible regrowth of Organic Materials; and

6.1.2. Permit the Guarantor unrestricted access to the Property, during business hours, to carry out any inspection and treatment works that may be necessary under the terms of this guarantee;

6.2. The Guarantor may have arranged an insurance backed guarantee with an insurer in order to ensure the continuance of this guarantee in the event that the Guarantor ceases to trade during the period of the guarantee. The claims procedure for that insurance backed guarantee will be set out on the relevant policy of insurance from the insurer. This guarantee - and any invoices and receipts in respect of the Service and any Inspections - must be kept together with the insurance backed guarantee, as both may be needed by the insurer in the event of a claim on the insurance backed guarantee.

7. Extension

7.1. Unless the Guarantor has selected the Silver Maintenance Package, this guarantee is capable of being extended by a further 12 months on the expiry of each 12-month period upon:

7.1.1. The Guarantee Beneficiary's agreement to have an Inspection carried out on their Property in consideration of the Inspection Fee; and

7.1.2. The Inspection being carried out by the Guarantor; with regrowth of Organic Materials being treated by the Guarantor as part of that Inspection; and

7.1.3. The Guarantee Beneficiary retaining copies of all Inspection reports.

7.1.4. The Guarantor confirming in writing that this guarantee has been extended for an additional 12-month period.

8. Where no inspection is undertaken, this guarantee shall not be extended, with the Guarantor's liability in respect of this guarantee ending at the end of the relevant 12-month period.

9. This latest date on which this guarantee shall expire is;

- 9.1.1. where the Platinum Maintenance Package has been selected, the 5th yearly anniversary of the Commencement Date.
 - 9.1.2. where the Gold Maintenance Package has been selected, the 3rd yearly anniversary of the Commencement Date.
 - 9.1.3. where the Silver Maintenance Package has been selected, the 1st yearly anniversary of the Commencement Date.
- 9.2. Upon expiry of this guarantee, the Guarantor shall be liable for all regrowth of Organic Materials