

QUOTATION TERMS AND CONDITIONS

1. Application

These terms and conditions shall apply to the provision of services detailed in the quotation by Durarend. No other terms and conditions shall apply to the provision of services unless agreed upon in writing between the Provider and client. Quotations are based on the information that we have been supplied and/or any relevant plans. It relates to the works requested by the client to whom the estimate is addressed and is in respect of the property indicated. On receipt of detailed working plans and then once more once physically on site we reserve the right to alter our quotation if the real values vary from the original enquiry and from the information we were given.

To accept our Quotation is to be bound by these Terms and Conditions.

2. Interpretation

- 2.1: "**Provider**" means [Durarend];
- 2.2: "**Fees**" means the price and amount payable by the Client to the Provider for the Works, as varied in accordance with these conditions;
- 2.3: "**Client**" means the person named as such in the Quotation;
- 2.4: "**Quotation**" means the Provider's Quotation referring to these Conditions;
- 2.5: "**Works**" means the Works (services provided) as described in the Quotation.
- 2.6: The headings in these terms and conditions are for convenience and shall not affect their interpretation.

3. Services

- 3.1: With effect from the commencement date agreed upon by the Provider and Client and in consideration of the fees being paid in accordance with these Terms and Conditions, the Supplier shall provide Services to the Client.
- 3.2: The Supplier shall use reasonable care and skill in its performance of the Services and shall ensure compliance with any and all relevant codes of practice.
- 3.3: The Supplier shall use its best and reasonable endeavours to complete its performance of the Services within the time agreed. Time will not be of the essence in the performance of these obligations and the Provider will be indemnified of fault, blame or damages if instructed to carry out services regardless of adverse conditions (weather or otherwise) and where the Provider has raised a concern.

4. Client Obligations

- 4.1: The Client shall use its best and reasonable endeavours to provide the Supplier with access to any and all relevant information, materials, properties (and where required mains water and electricity) and other matters which are

required on its part to enable the supplier to provide Services.

4.2: The Client shall use its best and reasonable endeavours to acquire any permission, consents, licences or other matters which are required to enable the Provider to carry out services. This includes neighbour access, protection orders, house deeds, adherence to party wall legislation and any other restrictions and limitations.

4.3: The Supplier reserves the right to request that certain property, fixtures and fittings, vehicles and general possessions be removed from site and working proximity before works commence. The Provider will be indemnified of fault, blame or damages if the removal of the items is not carried out as requested.

4.4: The Client is responsible for retaining a competent and suitable scaffolding service, with scaffolding being complete, ready and safe upon commencement of works.

4.5: The Client will use its best and reasonable endeavours to ensure that the scaffolding firm meets the requirements needed for the services to be carried out and that full unrestricted access and uninhibited reach has been obtained.

5. Fees [and Deposit]

5.1: The fees ("fees") for the services are set out in the quotation.

5.2: In addition to the fees, the Provider shall be entitled to recover from the Client reasonable incidental and unforeseeable expenses for materials used and for third party goods and/or services supplied in connection with delivery of services.

5.3: The Client shall pay the Provider for any additional services provided that were not specified in the quotation in accordance with the Provider's then current, applicable hourly rate in effect at the time of performance or such rate as may be agreed between Provider and Client. The provisions of sub-clause 5.2 shall also apply to such additional services.

5.4: The fees are inclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

6. Quotation, Contract and Variation

6.1: The quotation constitutes written acceptance and confirmation by the Provider of the Client's order for the Services (as agreed between the Provider and the Client)

6.2: Having issued the Quotation which is a contractual offer to provide the Services, the Provider agrees to enter into a contract for the provision of services upon the Client's acceptance (via email).

6.3: A quotation is valid for a period of 14 days from the date of quotation unless expressly withdrawn by the Supplier.

QUOTATION TERMS AND CONDITIONS

6.4: Either the Supplier or Client may cancel the order for any reason prior to the Client's acceptance (or rejection) of the quotation.

6.5: If the Client wishes to vary any details of the Services it must notify the Provider in writing before commencement of works. The Provider shall endeavour to make the required changes and additional costs shall be invoiced to the Client.

6.6: If, due to circumstances beyond its control, the Provider has to make amendments to the Services or the arrangements relating to the provision thereof, it shall notify the client immediately. The Provider shall endeavour to keep any such amendments to a minimum and shall seek to offer the Client arrangements as close to the original as is reasonably possible in the circumstances.

6.7: Fees set out in a quotation are correct at the time of issue but may be subject to change before terms are agreed, at the Provider's discretion.

7. Payment

7.1: Following the Client's acceptance of Quotation, the Provider shall invoice the Client for the Fees either/and:

- (a) Immediately, as payment required for Deposit;
- (b) Upon completion of provision of services;
- (c) Upon invoice dates set out in quotation as per schedule stage payments.

7.2: If the Client fails to make a payment within the periods in sub-clause 7.1 a,b, and c, the Provider is entitled to charge interest at the rate of 15% per annum above the Barclays PLC Bank base rate until payment is received in full.

7.5: Receipts for payment will be issued by the Provider only at the Client's request.

7.6: All payments must be made in Pound Sterling unless otherwise agreed between Provider and Client.

8. Sub-Contracting

8.1: The Provider is entitled to and shall be free to sub-contract the provision of the Services (or any part thereof).

8.2: Where the Provider sub-contracts the provision of Services or any part thereof it shall ensure that any and all sub-contractors are reasonably skilled in the relevant practices and shall not pass any additional charges that may be incurred through the use of such sub-contractors onto the client except where fault can be proved to lay with Client and not the sub-contractors.

9. Termination

9.1: The Provider may terminate the provision of Services immediately if:

- (a) the Client commits a material breach of its obligations under these Terms and Conditions; or

(b) the Client is or becomes subject of a bankruptcy order or takes advantage of any other statutory provision for the relief of insolvent debtors.

10. Intellectual Property

8.1: The Provider reserves all copyright and any other intellectual property rights (if any) which may subsist in the products of, or in connection with, the provision of the Services. The Provider reserves the right to take such action as may be appropriate to restrain or prevent infringement of such intellectual property rights.

8.2: The Client grants full and unconditional rights to photos and images taken by the Provider to be used in its own marketing efforts, whether that marketing is via online or offline means.

8.3: Any images taken of the Client's property during delivery of Services remain the sole property of the Provider.

8.4: The provider will adhere to and respect the Client's identity and data protection – personally identifiable data, names and explicit locations will not be disclosed or identified in any way whatsoever.

11. Liability and Indemnity

11.1: If the Provider fails to perform the services with reasonable care and skill it shall carry out all required remedial action at no additional cost to the Client.

11.2: The Provider shall not be liable to the Client or be deemed to be in breach of these Terms and Conditions by any reason of delay in performing, or any failure to perform, any of the Provider's obligations if such delay or failure is due to any cause beyond the Provider's reasonable control.

11.3: The Client shall indemnify the Provider against all damages, costs, claims and expenses suffered by the Provider arising from any loss or damage to any equipment (including that belonging to third parties) caused by the Client.

11.4: The Provider shall not be liable for delay or defect caused by poor, limited, unsatisfactory and restricted access on site and on scaffolding which inhibits the provision of services in a standard fashion permitting normal, safe working practices.

12. Force Majeure

Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond reasonable control of that party. Such causes included, but are not limited to: power failure, industrial action, civil unrest, fire, flood, storms, and earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

QUOTATION TERMS AND CONDITIONS

13. No Waiver

14.1: No waiver by the Provider of any breach of these Terms and Conditions by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

14.2: No failure or delay on the part of either the Provider or the Client to exercise any right, power or privilege under these Terms Conditions shall operate as a waiver of, nor shall any single or partial exercise of any such right, power or privilege preclude, any other or further exercise of any other right, power or privilege.

14. Warranties & Exclusions (Service specific)

14.1: External Render Cracking: No warranties or guarantees are made that external render will not crack (in time due to thermal movement or ground movement) unless reinforced fibreglass mesh, polymer-modified basecoats have been requested and quoted for.

14.2: Through-Coloured Mineral Renders: No warranties or guarantees are made that colour shades will be consistent throughout all elevations where application has taken place over more than one day and where the weather and temperature has not been consistently identical on each of those days. Shade variations will occur where weather and ambient temperatures fluctuate.

14.3: The provider will not be liable to remedy render cracks unless reinforced fibreglass mesh, polymer-modified basecoats have been requested and quoted for. The Provider will not be liable to remedy colour variations in the following circumstances:

(a) Where the weather and temperature fluctuated significantly over one or more days throughout the duration of Services;

(b) Where an elevation had to be completed in two (beaded) parts or more over two separate days or more due to poor, limited, unsatisfactory and restricted access on site and on scaffolding which inhibited the provision of services in a standard fashion, permitting normal, safe and satisfactory working practices for the provision of that specific service in particular.

14.4 Colour variations that need to be painted with breathable paint, pug lock patching and other defects promoted and caused by inadequate scaffolding (as detailed in sub-clause 14.3) will be charged for and invoiced to the Client.

15. Communications

15.1 All notices under these Terms and Conditions shall be in writing and signed by, or on behalf of, the party giving notice.

15.2 Disputes with the invoice must be raised in writing within 7 days of the date of invoice. Failure to do this

within 7 days will result in the full invoice amount being payable.

15.3 Notices shall be deemed to have been duly given:

- (a) When delivered, if delivered by courier or other messenger (including registered mail) during normal business hours;
- (b) When sent, if transmitted by email and a successful transmission report or return receipt is generated;
- (c) All notices under these Terms and Conditions shall be addressed to the most recent address, email address or fax number notified by the other party.

16. Severance

In the event that one or more of these Terms and Conditions is invalid, the respective Terms and Conditions shall be deemed severed from the remainder of these Terms and Conditions which shall remain valid and fully enforceable.

17. Consumer Rights

Nothing in these Terms and Conditions shall affect the Client's statutory rights as a consumer.

18. Law and Jurisdiction

16.1: These Terms and Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

16.2: Any dispute, controversy, proceedings or claim between the Provider and the Client (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.