



TERMS AND CONDITIONS (DOMESTIC)

1. Agreement

These terms and conditions serve as an agreement and YOUR GUARANTEE between Universal Renewables Ltd and all subsidiaries T/A Universal Eco Homes (The Roof Cleaning Experts / East Anglian Spray Foam Removal/Paint My Roof) (the business) and you (the customer) to provide the goods and services the customer requires in exchange for payment. The aforementioned act does not mean that the business has accepted the order until the business issues a written/verbal confirmation for a binding contract to exist between the parties. The business may also amend and/or update these provisions without notice at any time; although the customer may request an up-to-date version via post or e-mail. However, where a customer accepts a quotation, they are considered to have agreed to everything without exception, so the business will then carry out the agreed work. The customer also agrees the business is fully indemnified against any property damage that may arise, except if it is caused by negligence or wilful misconduct. Nevertheless, the business will NOT be liable for damage to loose pipes, gutters and other materials, paint, wood, trim, or windows, ceilings, but not limited to, already notified to the customer as damaged by the business and documented in writing, photos and/or video at work's commencement and during its completion.

2. Our Inspection

The business will always inspect the customer's property wherever possible before any work is agreed upon for, including, but not limited to, the work site (indoors/outdoors where applicable) water's outdoor supply, and damage. Photos/video will be taken of the customer's site, both before and after work is completed, since the business is not liable for any pre-existing damage.

Where damage has been seen, this will be detailed on the quotation and quoted accordingly. The business reserves the right to further increase the quotation should further works be found upon commencement of work.

On roof cleans where minor repairs have been marked as part of the service, these are limited and would include only small repointing, up to 20 tiles but does NOT include ridge or hip tiles.

Where the business agrees to do a 'site-unseen' quote based on customer photos, Google Maps or any other software, the customer understands that damage cannot be picked out as easily as 'in-person'. However, while the business cannot be deemed liable for any unacknowledged damage, wherever possible, the business will identify said damage for the customer. Then, where the business starts any work and finds any further damage during said work's completion, the business will photograph said damage and cease all work until the customer has acknowledged the damage, without breaching any agreed timeframe between the parties. The customer accepts damages can become apparent after works commence due to the nature of said works.

3. Customer Precautions

The business will use every reasonable effort to ensure no damage occurs to any movable or immovable items, including, but not limited to, vehicles, plants and trees, windows, flooring, doors and furniture. However, the business bears NO RESPONSIBILITY for any damage to any such items that are left in gardens and/or driveways since this is done at the customer's own risk. Where any other movable or immovable items of property are in the vicinity of the work, the customer must ensure said property is moved to a safe location or covered for its protection. It is also the responsibility of the customer to inform all neighbours and any other parties within the locality of the potential risks involved with any work that the customer is having completed so that their neighbours are, for example, able to remove their vehicles from out of the locality, along with any other items that could potentially be damaged. Then, in the event that any items of movable or immovable property belonging to the customer, their neighbours or any other parties within the locality suffer any form of damage, it is understood that the customer bears all responsibility for such damage however caused without any exception.

The customer also accepts the responsibility, that during any external work, glass doors/windows/conservatories, but not limited to, may become dirty throughout the process, the business does rinse down these items, however a window clean service may be required once our works are completed, at customers own cost.

Furthermore, as has already been stated in these terms and conditions, certain processes used by the business can be harmful to marine life, so it is the customer's responsibility to notify the business if their property has any bodies of water before work starts. The customer MUST also ensure that all doors and windows are closed tightly, all pets are kept inside and that neighbours are informed of the business's work before it commences to safeguard their own items of property. The customer must also advise the business of the use of any solar panel systems and ensure that they are switched off at the start of work and until the business's staff complete the work. Where any of the business's staff discover that a solar panel system is switched on during work's completion, the business reserves the right to cease work without any liability for any resulting delays to the work agreed upon. If any fault is found after works are completed these must be reported within 72 hours of works being completed. If the outputs or the panels fail reports must be provided to show this, alongside any photographic evidence if the report cannot be provided the company reserve the right to not accept the complaint and take the matter no further.

To avoid any potential issues, the business will also NOT enter a given customer's property unless and until any free roaming pets or other animals are secured and moved away from where work of any given nature is being undertaken by the

business's operatives for the customer in keeping with that customer's specific requirements to have been agreed upon with the business. In addition, the business will NOT commence, continue or complete any work that a customer requires UNLESS someone who is mentally competent and 18 year of age or older is present AT ALL

TIMES without exception. Finally, in the event that any evidence of drug misuse is found to be present in any area that the business's operatives have to work in to complete the work that a customer require, the business reserves the right to NOT commence or continue (as the case may be) with such work until it is cleared away to the satisfaction of the business's operatives. In the event that any of the three points set out in this paragraph take a significant amount of time to resolve by

the customer, the business also reserves the right to seek additional payments for any and all of the costs incurred as a result of such delays.

4. Quote for Goods and Services

Any quotation is based upon either available evidence during the business's site inspection or any contemporaneous photographs and is valid for up to 3 MONTHS without a formal agreement. Irrespective of this, the business reserves the right to amend or vary a quotation before works conclusion. A quotation's amendment or variation may include, but is not limited to, any repairs or additional work's completion that is required in the specific circumstances.

5. Consent

The customer agrees to allow the business' staff on to their property to complete the work required, whether this be roofs, walls or lofts (or any other exteriors) within the timeframe provided by the business. Specifically, by crossing the perimeter of the property, it is automatically and immediately presumed that the business's operatives have permission to be there to complete work without restriction from 7 am in the morning until 5:30pm of a given day (including the reasonable time required to be able to make an uncompleted job safe, secure equipment and materials and vacate the property). The customer also agrees that the business's operatives may utilise the customer's water supply from the customer's outdoor tap with no restriction or cost to the business. Where the customer DOES NOT have an outdoor water supply or low pressure, the customer MUST advise the business before work commences. This is because, if this proves to be the case, the customer understands that the business may have to make other arrangements that may involve additional costs that MUST be paid BEFORE work can commence on what has been agreed upon between the parties.

6. Timeframe for Completion of Work

The business uses all reasonable endeavours to complete work as soon as possible and by the agreed date.

The customer understands that the timeframe for completing the business's work may be varied based on situations beyond their control, including, but not limited to, staff illness, bad weather and/or a delay in providing product(s) required for the business's services.

Should such circumstances arise, the customer will be contacted as soon as possible and work's completion will then be rescheduled by the business as soon as possible and within NO MORE THAN 28 WORKING DAYS (this could be dependent on weather if an external service) (i.e. Monday to Friday), otherwise the agreement between the parties will be considered to be both null and void.

7. Payment for Services

Payment is to be made by bank transfer, debit or credit card (not American Express), cash, or the relevant signed completion note where finance applies. In the latter case, the business reserves the right to defer starting work, without incurring any liability for any delays that may result, until written proof is provided of the finance that is required from the customer's chosen lender.

Dependent upon the goods and/or services required, we may require a deposit worth 10-25% OF THE TOTAL VALUE (dependent upon the exact nature of the work required that the customer will be advised of at the outset by the business) will be needed before work can begin on what was agreed

upon between the parties. The remainder of the outstanding or full balance is then due to be paid on the day of the work's conclusion. However, where works required is set to take longer than 24 hours to complete, the business will seek a series of one or more-part payments up to completion of the work from the customer. For example, if the work required takes 3-days and the balance is £6000 we will require 3 daily payments of £2000 to cover the outstanding balance. Any failure to make a payment to the business when it is due will mean that interest will be charged on a late payment at 8% ABOVE NATWEST BANK PLC'S BASE RATE. This interest on any outstanding payment will accrue on a daily basis from the date that payment was due until the date when payment is finally made in full, regardless of whether this was before or after judgement was reached. However, if the customer disputes an receipt/invoice for an order in good faith and they contact the business promptly in writing by signed for delivery letter or e-mail to the details provided in the footer below, the rate of interest will not be applied.

The customer is also advised that the business's price includes VAT. Therefore, if the VAT rate changes between the date of this order and the actual works, the rate that the customer pays will be adjusted UNLESS the goods and/or services required were already paid for in full before the change of VAT rate occurred in practice.

8. Provision of Services

All of the business's workers are fully trained and have both the experience and knowledge to provide all of the business's services to industry standards. The customer understands that all such services are not meant to cause any damage to the customer's property. In fact, with the exception of fish, the business's processes will NOT cause any damage or harm to the surrounding plant life, wildlife, and/or wider environment. However, the customer understands that damage may still arise to their property due to the customer's poor maintenance, neglect, and/or the use of low-grade building materials. Wherever possible, the business will advise the customer of any maintenance that they need to undertake before work can begin. The customer understands that if they then agree to the work's completion, they accept any and all risks, regardless of whether the maintenance was undertaken or was improperly completed. However, the business is NOT liable for any issues or damage that arises with the customer's property unrelated to the business's service(s) completion of the work required.

The business may require the use of electricity, gas, or any other power from the customer's property to provide services that are agreed upon under this agreement to the customer. However, the business will inform the customer and take their verbal consent to use said power source where it is needed to provide the required service(s).

8a. Specific to any interior roof work – The customer understands that the loft space unless by prior agreement in writing, shall be cleared for the works to commence. If the space is NOT, the company reserves the right to charge for the clearing of the area, and cannot accept any liability for items damaged or lost. If items are left in the loft, to be worked around, the company cannot be held responsible for any damage to these items.

8b. Specific to Spray Foam Removal –

The customer agrees that the nature of spray foam removal, is such that when the spray foam is being removed some damage to the roof/felt may occur despite the company's best efforts to prevent it, due to how the foam was originally installed. The company cannot be held liable for

any damage, as this is practically unavoidable. No complaints regarding this will be entertained unless they are regarding other issues with the works performed and filed as per our complaints policy detailed in section 21a and in accordance with section 12. Waste will be collected by a Licensed Waste Carrier. This cannot be scheduled for collection until the full job has been completed. This is due to assessing the quantity of waste. The waste will be collected within 48 hours of completion of work (Not including weekends). Full payment must be made before waste is collected.

8c. – Specific to Loft Insulation –

- Foil Insulation
- Rockwall Insulation
- Actis Insulation (Hybris/Eolis) is installed under the correct guidance of Actis UK (Hybris & Eolis). Both products are CE-certified and hold the BBA Approval Inspection Testing Certification. A certificate of Installation will be issued upon completion of the works.

9. Site at Completion

While every reasonable effort and precaution is undertaken by the business's staff to leave the customer's property both clean and tidy, the customer understands that there may still be some discernible signs of the work at its conclusion.

10. Privacy and Publicity

The business is permitted to use any photos, videos, reviews, or descriptions of a customer's property and/or the work undertaken for them to advertise the business's services across all digital platforms including our websites and social media, and train their business's staff without needing to compensate the customer. At no time will the business include any sensitive information that could specifically identify a customer, except to provide any product warranties. For the business to hold a customer's contact details and use them for marketing, including selling said business, the customer must provide their consent under the General Data Protection Regulation and/or any other relevant legislation. For more information, the customer should refer to the business's privacy policy at <https://www.universalecomhomes.co.uk/privacy>

Please note, all our calls are recorded for training and monitoring purposes.

11. Repairs and the Completion of Additional Work

The business will complete any limited minor repair work associated with the written quote that the customer has been provided with prior to work's commencement within a reasonable period of time, without any further payment required to do so from the customer. Any additional repairs will be identified and, dependent upon what the customer prefers, either an 'on-site' quotation will be provided for said work OR the business will provide the customer with expert advice. However, when it comes to any minor repairs that are to be made to the roof, gutter, or walls, the business can't say what and how they need to be repaired until they are cleaned before then being able to advise on the cost. Should the customer both require and confirm that this work is to be completed by the business, this work will be completed on the same day wherever possible. If it is impossible for the business to complete the additional work on the same day as it is identified for the customer, the work will be scheduled for the business's next available timeslot. Moreover, if the business fails to carry out the work that is required with reasonable care and skill and with fault-free and as-described materials, this provision of these terms and conditions does not stop the customer from seeking redress.

However, in view of the nature of the work that the business may be required to undertake for the customer in a given instance, there are certain materials that the business uses which, by their very nature, take time to work at their optimum level. Therefore, the business will advise the customer where this will prove to be the case with the materials that they are using prior to the commencement of any affected service. Moreover, in the event that such materials are used that take time to work, the business will not offer any form of repair and/or additional work for the use of these kinds of materials, unless it can be clearly shown that they have failed to work, after being given the time that those materials require to work to their optimum level.

12. Damage and Liability

Subject to Clause 3 of these terms and conditions, the business will be deemed liable for any damage caused to any part of the customer's property that is directly caused by staff error, negligence, wilful misconduct, or these provisions breach where it is discovered within 72 HOURS of work's completion. The business will then have 30 DAYS from the date that the customer notifies the business of any damage to inspect the property and then the sole option to either carry out any repair(s) or, in the alternative, the business also has the option to contract out said repairs to a reputable and suitably qualified third party of the business's choosing in practice.

At the same time, however, the business can (and will) only accept liability for any damage to have arisen as a direct result of the products and services that the business had used for a given customer to complete the work that they require in a specific instance. In addition, the customer is also advised that where 'water repellent' materials are used by the business, this does NOT mean that the areas of material that such treatments are used on are then considered to be 'waterproof'. For the avoidance of doubt, the business describes 'water repellent' as being a step up from water resistance, in view of the fact that the business provides that 'water repellent' means that water cannot easily penetrate the material. This is because, instead, the water will typically bead on the outside of the material that has had a form of 'water repellent' treatment used on it. Therefore, any damage that results from the use of this kind of treatment in materials will NOT result in any damage or liability for the business to provide redress to the customer in such circumstances.

Nothing in these provisions will exclude any liability for personal injury or death, fraud or fraudulent misrepresentation or breaches of sections 12-15 of the Sale of Goods Act 1979, sections 2-5 of the Supply of Goods and Services Act 1982, or the Consumer Protection Act 1987 caused by the negligence of the business and/or its staff. However, the business is not responsible for any loss or damage to the customer that is unforeseeable (i.e. an obvious consequence of actions or reasonably contemplated by the parties) from the work agreed to be completed in a given instance that will include, without limitation, loss of profit or opportunity, emotional distress or inconvenience in the specific circumstances. The business also bears no liability for any loss of profit, business, or business opportunity, as well as business interruption resulting from their supply of goods and/or services to the customer, along with in relation to any commercial, business or resale.

Where the business is held liable regarding any foreseeable loss or damage suffered by the customer, the business's liability will be limited to the amount to the total price paid by the customer to the business. However, as has already been stated, the business will repair any damage caused to the customer's property when providing the customer's required service(s). Nevertheless, where payment is due at the completion of work required and the customer alleges that a minor defect is present in the work to have been completed by the business, the customer can only withhold a proportionate amount of the outstanding sum and the business will also provide a receipt in writing to this effect.

13. Guarantee

The business's services are subject to the following guarantees – (a) roof colour or clear seal – 10 years; (b) wall colour coating – 10 years; and (c) wall clear coating – 20 years (PROPERLA PRODUCTS ONLY). Loft Insulation Products are supplied with a guarantee depending on the product, please request more details. These guarantees and the receipt will only be issued by the business once the customer has made the full payment. However, the customer also understands that the guarantees are ONLY limited to cracking, peeling and flaking and NOT the roof/walls itself. Moreover, where the customer sells or transfers their property to anyone else, the business's guarantee(s) may also be transferred if written permission is sought from the business at least 30 DAYS beforehand. These guarantees could also be deemed void where – (a) anything, including, but not limited to, paints, solvents and/or other chemicals, are applied to a roof without our prior knowledge or written consent; (b) any other individual or business undertakes any work on a roof without our prior knowledge or written consent; (c) any replacement tile or cement work is undertaken without utilising a recommended treatment or additive from the business or without their prior knowledge or written consent; and/or (d) the business provides the customer with any verbal or written maintenance advice that is ignored.

Soft wash-biocide customers also understand that there is NO GUARANTEE for this service provided by the business. This is because the product takes time to work and, although a treated roof could be moss-free for up to 5 years, a second treatment may be needed for heavy infestations that will incur additional cost to the customer before administration.

14. Products Supplied with Warranty

Where the business supplies or utilises any third party manufacturers' products to provide services to a customer, the business will provide any and all of the associated warranties within 28 WORKING DAYS (subject to Royal Mail) to then be relied upon by the customer against the manufacturer where the product is in any way faulty. At the same time, the business warrants for 1-20 years, dependent upon the product, that goods installed will be free from material defect(s), except with regard to: fair wear and tear and natural weathering; customer and/or third party negligence wilful damage, accident; failure to adhere to instructions; any alteration(s) or repair(s) not undertaken by one of the business's authorised repairers; existing timber adjacent to an installation; defects in felt, an existing roof, tiles, valleys or verges unless the business refurbished them. The business also does not warrant that products and goods supplied will conform with samples, in terms of both colour and composition; against the growth of any plants, including, but not limited to self-seeded weeds, moss and fungus; dirt or debris collection in pitted products; chips, flakes or scuffs to natural stone. Finally, the business also does not warrant for any damage regarding, or related to, the sub-soil, sub-base, turf or structures adjacent to any business installation resulting from the undertaking and completion of the work for the customer as a result of the agreed work's completion.

15. Force Majeure (Unforeseen Events)

The business shall not be liable or held in default for any delays or failure in performance resulting from reasons that are identified as being beyond its control including, but not limited to, acts of God including ill-health, weather, acts or regulations of the government or supranational authority, war or national emergency, terrorist acts, accident or fire.

16. Business's Right to Cancel

Linked to the preceding provision of these terms and conditions, agreed work(s) may have to be cancelled for reasons beyond the business's control OR the unavailability of stock, staff, or key materials that means that the business cannot provide the required goods and/or services under this agreement. Where this occurs, the business will promptly contact the customer to this effect, any advance payments made will be refunded by the business, and, where the business has already started work, the customer will not have to make any payment to the business for the work to have already been done.

17. Customer Cancellation Policy

If the customer wishes to cancel proposed work, they are permitted 14 DAYS to cancel from the date of agreement under The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Then, where the right to cancel this agreement is exercised with written notice (either by recorded delivery letter or e-mail) within the cancellation period, the business will reimburse all payments within 28 WORKING DAYS. However, if the customer cancels this agreement AFTER 14 DAYS, any deposits that are paid will NOT be refundable by the business. Then, where the right to cancel this agreement is waived, the customer will incur NO CHARGE where they provide at least 72 HOURS written notice BEFORE work is to start. Where less than 72 hours' written notice is given, the business reserves the right to be able to charge a minimum of £75.00p for any cleaning and £300.00p for all colour coatings stock replenishment and administration (subject to VAT).

18. Termination and Refunds

Regarding the business's supply of goods, the customer can request a refund of the full amount paid within 28 WORKING DAYS in writing (letter or e-mail) from the date the business confirms receipt of said request by e-mail. As for the provision of services, both the customer and the business have the right to terminate this agreement and thus also stop work at any time. However, the customer also understands that NO REFUND will be offered where the business considers the agreed work required to have been underway at the time when the customer sought to cease the work.

Similarly, as has already been stated elsewhere in these terms and conditions, in view of the nature of the work that the business may be required to undertake for the customer in a given instance, there are certain materials that the business uses which, by their very nature, take time to work at their optimum level. Therefore, the business will advise the customer where this will prove to be the case with the materials that they are using prior to the commencement of any affected service. Moreover, in the event that such materials are used that take time to work, the business will not offer any form of refund for the use of these kinds of materials unless it can be clearly shown without any reasonable doubt that they have failed to work after being given the time that those materials required to work to their optimum level.

19. Third Parties

This agreement is personal to the customer's relationship with the business and may not be assigned to, or held on behalf of or for a third party's benefit, without the

business's prior written consent. The customer confirms that they are not acting as an agent for anyone else, in either a commercial or non-commercial relationship. so that, as per Section 1(2) of the Contracts (Rights of Third Parties) Act 1999, this agreement is not enforceable by a third party.

20. Discrimination and Harassment Policy

The business utilises the services of a broad array of people of different religious, ethnic and national backgrounds. No discrimination or harassment of any of the business's staff undertaking a job on behalf of the business for a given customer will be tolerated under ANY circumstances. In the event that any of the business's staff make any such allegations of abuse known to the business, the business reserves the right to have said staff cease work immediately and vacate the job site until and investigation can be completed by the business and/or, in particularly serious cases, the police. Where the business has to undertake such an investigation to ensure the safety of its staff, the business CANNOT and WILL NOT be penalised for failing to fulfil any previously agreed upon deadlines for work to have been agreed upon to be completed by the business's staff.

After it has completed its investigation, the business also reserves the right to determine whether a job where a complaint of discrimination has been made by its staff will be continued, either by the staff who made the complaint or by a new team of staff supplied by the business. In the event that the business decides to not continue with the work for a particular customer, any monies to have been paid by the customer to the business that have not already been used to pay the business's staff and/or for materials will be refunded IN FULL to the customer. However, where it is determined by the business that the work for a customer should be continued in such circumstance, where any further instances of discrimination are reported by any of the business's staff at the same job site, the business reserves the right to immediately cease work and vacate the job site again with no possible return since no further investigation will be undertaken. Instead, in such circumstances, any monies to have been paid by the customer to the business that have not already been used to pay the business's staff and/or for materials will be refunded IN FULL to the customer.

The business also has a 'ZERO TOLERANCE' policy for the harassment of its staff. In the event that a customer, potential customer or anyone acting on their behalf telephones any of the business's staff and abuses them in any way for any reason, such abuse will be immediately reported to the police for them to take action as and where they deem it to be appropriate. Additionally, any recordings that the business has of such abuse will be passed to the authorities to aid them with any action that they choose to bring against a party that has made such a call (N.B. The business records all calls as a contemporaneous account of all communications with customers and potential customers to maintain business standards and as an aid for preventing abuse of our staff.

21. Applicable Law and Jurisdiction

The law and jurisdiction of England and Wales will apply to all goods and services that are provided by the business to the customer and any dispute that results for the provision of said goods and/or services. Mediation is to be used to resolve disputes before any court proceedings, subject to a written complaint from the customer first having been received in writing by the business.

21a) Business Complaints Policy

All complaints should be sent via email to info@universalecohomes.co.uk accompanied by photographic evidence, or via post to our registered office 4a, De Grey Square, De Grey Road, Colchester, Essex, CO4 5YQ. The company reserves the right to allow 28 working days from receipt of complaint to investigate and, if required, contact third parties before responding.

22. Legal Notice

Any provision of these terms and conditions which is declared void or unenforceable by any competent authority or court shall be deemed to be severable so that the agreement's other provisions then shall remain completely unaffected.

The customer is deemed to have READ AND ACCEPTED these Terms & Conditions WITHOUT EXCEPTION.

If you have any questions about any aspect of this document, please contact us via: Registered Office: 4a, De Grey Square, De Grey Road, Colchester, Essex, CO4 5YQ

E-mail: info@universalecohomes.co.uk Tel: 08000 472 404 Mob: 07850 228 873 Web: www.universalecohomes.co.uk

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