

# The Terms governing the use of GutterPRO Services (Terms and Conditions of Trade)

## Defined Terms

### "Confirmed Booking"

A booking for GutterPRO Services once a booking confirmation has been received by You on behalf of the Service Provider, the information entered by You in relation to the size of Your property, bedrooms, storeys and the like, being accurately and honestly entered into the Website for this purpose.

### "Customer "

Any person to whom the Service Provider carries out the Services, directly, or via the Service Provider's employees or Licensed Operators.

### "GutterPRO Clean"

Using water fed poles and the GutterPRO clean system to clean the outside ONLY of the guttering and fascia boards of the Property.

### "GutterPRO Clear"

Using poles and the GutterPRO vacuum system to remove waste from the guttering of the Property to such extent that the gutters then facilitate more ably the routing of rainwater to the drain.

### "Job"

The provision of one of the Services by the Service Provider to a Customer.

### "Property"

The house, dwelling, commercial building or otherwise, requiring the Services.

### "Property Description"

The information provided by You, denoting the nature of the Property (inter alia, the number of bedrooms, storeys, and other descriptions) and thence used, by whatever means, to produce the price for carrying out the Services.

### "Services"

The GutterPRO Clean and/or the GutterPRO Clear and/or other services provided by the Service Provider.

### "Service Provider"

GutterPRO Franchisees or Licensed Operators, the particulars of the Service Provider, with whom You enter into a contract with for the provision of the Service – the particulars of the Service Provider will be displayed on the Confirmed Booking email and the Invoice.

### "Website"

Gutterpro.co.uk

### "You or Your"

Being the Customer contracting to have the Services carried out at the Property.

1. GutterPRO is registered trademark of Innovative Franchise Limited ("IFL"), a company registered in England and Wales with company number 09874504 whose registered office is situated at One Vineyard Road, Telford, Shropshire, TF1 1HA. IFL are also the proprietors of the Website and as so, act as an agent for the Service Provider with whom You enter into a contract with, for the carrying on of the Service. The price provided on this website is an invitation to treat and the contract between yourself and the Service Provider will not manifest until the Service Provider has sent to You a Confirmed Booking email.
2. **Changes to the Confirmed Booking**
  - 2.1 The Service Provider will use reasonable endeavour to adhere to any Confirmed Booking but may vary the time and/or date of a Confirmed Booking due to unforeseen operational circumstances, without the Service Provider then being obligated to provide any compensation to You thereof.
  - 2.2 If the Service Provider, when arriving on site to provide the Services at the property, believes in their sole but reasonable opinion, that the Property is materially different from the Property Description that You have provided via the Website or materially different from the norms (in terms of size and scale or otherwise) of a property so described, then Service Provider may annul and cancel the Confirmed Booking (without any compensation whatsoever being paid to the Customer) or may propose different terms for the booking to be carried out at the Property, which You may accept or decline.
  - 2.3 The Service Provider reserves the right to annul, suspend the Confirmed Booking or proposed alternative terms (price or otherwise) for the Confirmed Booking (for the agreement by you or other) in the even that carrying out the Confirmed Booking they encounter such hazards or perceived hazards (including but not limited to biological waste, animal waste, asbestos, chemical waste, unstable or unsafe ground).
3. **VAT**
  - 3.1 The price provided on this website is either, the price including VAT in the event that the Service Provider themselves is a VAT registered entity or the price without VAT in the event that the Service Provider themselves is a non-VAT registered entity, but for the avoidance of doubt VAT will not be subsequently added to these prices, by the Service Provider.
4. **Utilities**
  - 4.1 You will ensure that the necessary utilises are available for the Service Provider to carry out the Services, that being specifically a 13 AMP electrical supply for provision of the GutterPRO Clear and GutterPRO Clean respectively and a water supply [using a connector typical of an outside tap] for provision of the GutterPRO Clean - unless otherwise agreed.

## 5. Access on site

- 5.1 You will ensure that there is clear access around the Property to enable the Service Provider to carry out the Service, by clearing the area of, for example (but not limited to) trip hazards and also biological matter such as pet waste.
- 5.2 You will also ensure that children and pets are kept indoors whilst the Service is being carried out.
- 5.3 You will also ensure that any item of value is appropriately removed from the site in which the Service Provider will provide the Service.
6. **Property Video Recording**
  - 6.1 If You have CCTV or video recording apparatus in operation at the Property (for example a 'Ring' doorbell) which will be in operation during the carrying out of the Services by the Service Provider, You agree to inform the Service Provider of such, in advance of the date of Confirmed Booking.
7. **Waste**
  - 7.1 You acknowledge and accept that the Service Provider will not remove the waste from the Property and will leave the waste for Your correct disposal.
8. **GutterPRO Clear**
  - 8.1 You acknowledge and accept that the nature of vacuuming gutters from the ground means that certain debris may not be removed from all sections of the guttering of the property and also there may be some sections of the guttering that is beyond the reach of the vacuum system and You accept in such instances where these sections together are less than 20% of the overall length of the guttering of the Property that no reduction in price will be offered.
9. **GutterPRO Clean**
  - 9.1 You acknowledge and accept that this is a clean of the outside of the guttering and fascia boards ONLY and accept that brilliance and sheen of guttering naturally degrades over time and as such the visible appearance will not be like new.
10. **The GutterPRO Camera Survey**
  - 10.1 The Service Provider will take before and after photographs of the guttering of the Property, which they will present to You at the end of the Service. It may be possible to provide these images to You by email upon request. The Service Provider may use these photographs for promotional purposes, for example on websites and social media platforms, unless You advise otherwise in writing.
  - 10.2 In having carried out the camera survey or otherwise, the Service Provider may decline to carry out the Services, in any portion of guttering where acting reasonably, the Service Provider has decided that the guttering is damaged, for example not properly attached or the damage poses a risk to the Service Provider and in such instance no reduction in price will be given, unless the area of guttering so in question is more than 33% of the overall guttering.
11. **The GutterPRO "No problem, No Call Out Charge" Pledge**
  - 11.1 The Service Provider agrees, having performed a camera survey, that if the guttering is materially empty of debris, then they will honour, in good faith, the "No Problem, No Call Out Charge" Pledge and the Confirmed Booking will be annulled, and You will bear no charge for the GutterPRO Clear aspect of the service in this respect. If a GutterPRO Clean is booked in addition to the GutterPRO Clear, any discounts offered for a combination of Services will not apply.
12. **Warranty and Indemnity**
  - 12.1 You acknowledge and accept that You must advise to the Service Provider in writing prior to the Confirmed Booking, any known damage to guttering and/ or fascia boards or of any potential safety risks.
  - 12.2 The Service Provider is required to have insurance covering erroneous damage caused when carrying out the Services and save for that, offers no specific warranty or indemnity in respect of any guttering that is not properly attached or where damage is caused from the poor state of the guttering.
  - 12.3 You acknowledge and accept that no warranty or indemnity is given whatsoever by Innovative Franchise Limited.
13. **Payment**
  - 13.1 You acknowledge and accept that after the Service has been completed to a level in which You are satisfied by the Service Provider, then You must promptly complete payment via one of the accepted payments methods – Cash, Selected Credit or Debit Card, Cheque or BACS, unless agreed otherwise.
  - 13.2 The Service Provider reserves the right to charge interest of 3% (above the base rate of Barclay's bank) on any outstanding balance, in the event that the payment has not been fulfilled within 72 hours, unless agreed otherwise.
14. **Post Service Issues**
  - 14.1 You acknowledge and accept that the extent of any guarantee, applied or explicit, offered by the Service Provider or otherwise, extends only to the carrying out of the Service again or You receiving a refund for the Service price paid.
15. **Force majeure**
  - 15.1 In the event of Force Majeure, including but limited to war, earthquake, riot, flood, evacuation, terrorist activity, royal demise, catastrophic failing of infrastructure (e.g. power, telecoms, the internet, banking or transport) then for that period that the Force Majeure remains in place and the Service Provider shall be under no liability if the Service Provider is unable to carry out the Services.
16. **Amendments**
  - 16.1 From time -to-time these Terms may be adjusted by Innovative Franchise Limited, with the latest version available on the Website.
17. **Severability**
  - 17.1 Each of provision of these Terms hereof shall be construed as independent of every other such provision to the effect that if any provision of these Terms shall be determined to be invalid and unenforceable then such determination shall not affect any other provision of these Terms shall remain in full force and effect.
18. **Law**
  - 18.1 These Terms shall be governed and construed in accordance with the Law of England and the parties hereto hereby submit to the exclusive jurisdiction of the English Courts.