

**TERMS AND CONDITIONS**

Updated 17.03.2023

Clever Works Ltd is registered in England &amp; Wales #1394739

**1. Definitions and Interpretation**

The following definitions apply in these terms and conditions. These terms and conditions apply to all our provided services

- "Conditions" refer to these terms and conditions.
- "Confirmation" is our confirmation of your order, which is attached to these Conditions. "Contract" is the combination of the Confirmation and Conditions.
- "Customer" is the person, firm, or company purchasing work from the supplier.
- "Supplier," "us," or "we" represent Clever Works Ltd.
- "Work" includes the work and services provided by the Supplier under the Contract, as outlined in the Supplier's Confirmation, or (if a Confirmation has not been provided) the Quotation.
- "Quotation" or "Quote"

**2. Our quotations are based on the following**

- Clear access to the site and work area during standard working hours (Monday to Friday).
- The customer must supply appropriate parking permits for the duration of work; any parking costs or fines will be added to the final bill.
- The customer must provide a water source and electricity source (preferred but not required).
- The customer must ensure welfare facilities are available on site (alternative arrangements can be made with at least 48 hours' notice).
- The supplier conducts a dynamic risk assessment before starting work and may cancel the work if the site or tasks are deemed unsafe.
- Work cancelled within 24 hours of the agreed start date/time will still be charged at the standard quoted rate.
- The estimated project duration may be affected by various factors, such as the site location, limited information provided, discrepancies between the original inquiry and actual work instructions, unforeseen access issues, or site politics.
- Clever Works Ltd reserves the right to amend rates accordingly (following consultation with the customer) if delays occur for reasons beyond our control.
- Quotations from the supplier are valid for 28 days from the date issued. We may alter or withdraw any quotation at any time before the customer accepts it.
- Unless stated otherwise in the quote, no allowances are made for:
  - Confined Spaces Entry
  - High-Pressure Water Jetting
  - Traffic Management for surveying manholes and for Thames Water Operational Safety Authorisation (TWOSA)
  - Breaking into and replacing manhole lids and frames that cannot be lifted with hand tools or pneumatic lifters

**3. Limitations of our work**

Clever Works Ltd site personnel may be unable to perform their contracted duties in certain circumstances, such as:

- Limitations of the equipment used for the work
- Site conditions are either unsafe or not practical to work in including effluent drainage considered to be hazardous to health.

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- Enabling works (e.g., lifting decking) not accounted for in the quotation
- Insufficient or inaccessible access (e.g., blocked inspection chambers, flooded sewerage routes, soil-blocked storm pipes or guttering, anti-syphon trapped gullies)
- Inaccessible inspection chambers, blocked routes between inspection chambers, manhole covers that cannot be lifted after 15 minutes of levering with hand tools, pipes without access points for our transmitting probe, or services located on third-party or private property.

In these cases, the service may be highlighted, and details provided. We cannot guarantee the completeness of our drawings in such instances. The exact layout of the system cannot be confirmed without exposing inaccessible branches, connections, and other sections.

**4. The CCTV Drainage Survey Report including limitations**

- The report does not guarantee the drainage system's condition or performance.
- This report only covers the drain/sewer's condition at the time and date of the survey. Inaccessible or hidden/concealed drainage may be excluded. We reserve the right to amend our opinions if additional information becomes available later.
- The exact layout of the system cannot be confirmed without exposing inaccessible branches, connections, and other sections.
- A CCTV Survey alone does not guarantee water tightness.
- The CCTV Drainage Survey Reports are not structural surveys and should not be interpreted as such.
- The opinions expressed in the CCTV Drainage Survey Reports are based on visual examinations of the drainage, supported by information from a drainage CCTV inspection and/or a water pressure test.
- The drawings included within or accompanying the CCTV Drainage Survey Reports are not to scale and are for reference purposes only.
- The report is for the customer's sole use and may not be reproduced or transferred to third parties without the supplier's express written consent.

**5. Customer's Obligations**

- The customer must provide the supplier with necessary information and instructions for the work in a timely manner.
- The customer must ensure the work area is safe and free from hazards that could endanger the supplier's personnel (including asbestos, see section 11 of this policy)
- The customer must provide clear access to all drains, sewers, inspection covers, and chambers needed for the work.
- If the customer's drains are shared with third parties, the supplier will request written permission from relevant parties. If permission cannot be obtained, the supplier may cancel the contract without liability to the customer.
- The customer must obtain permission for the supplier to access third-party property or perform work on such property when necessary for proper work execution.
- The supplier will conduct work during normal business hours (8 am to 8 pm Monday to Friday).
- Unless the supplier is responsible, the supplier will not cover loss or damage to the customer's property or any other type of loss. If access to the customer's property is required to complete a repair, the supplier will fill any holes and level the surface but will not replace the original surface or construction. The customer is responsible for any redecoration or damage repair needed following the supplier's work unless the supplier has been negligent.
- The customer must inform the supplier in writing of any dangerous materials or hazards in the work area or premises. The customer must also ensure the supplier has clear access to relevant drains and covers and provide the supplier with mains electricity and water. If the supplier incurs additional work

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or expense due to the customer's failure to provide clear access, electricity, and water, the supplier may charge the customer for that additional work and/or expense.

**6. Water and Power:**

- The customer must provide all necessary power and clean water supply from the mains or fire hydrant.
- If the supplier must use a metered hydrant and supply controlled by water authorities, the supplier will invoice all charges made by that authority to the customer, who must pay such charges within 7 days of receiving the supplier's invoice.

**7. Work Guarantee:**

- Unblocking: The supplier guarantees completed unblock for 28 days from the date of completion, subject to the provisions of this Condition 7.
- The supplier reserves the right to delay or withhold performance of the guarantee if the supplier has advised the customer that the cleared drains require further work or have a possible fault.
- No guarantee is provided for recurring blockages due to drain misuse (e.g., flushing oils, solid objects, diapers, or wet wipes).
- The customer must inspect the work as reasonably possible immediately upon completion and notify the supplier of any reasons for believing the work is not in accordance with the contract within seven days of completion.
- If the customer fails to provide such notice, the work is conclusively presumed to be free from defects that would be apparent on reasonable examination.
- The supplier reserves the right not to perform work requested under the guarantee until the supplier has been paid.

**8. Payment**

We will make every effort to complete the work and supply the goods and materials at the quoted amount. However, unforeseen circumstances may lead to additional costs beyond the quoted amount. If this occurs, we will promptly inform you and explain the reasons for the extra costs, asking you to accept a revised quote covering the additional expenses.

- The price you must pay is the Total Due stated on the quotation. This will mention whether VAT is applied or not, and at what rate.
- Non-account Customers: If a new or non-account customer accepts our quotation, we respectfully request payment of the total estimated costs before starting work on site.
- For agents: If acting as an agent, please provide the full name and address of the party responsible for invoice payment, along with a letter from the responsible party authorizing the agent to act on their behalf and specifying the capacity. Without such evidence, we will assume that, as an agent, you accept full responsibility for settling our invoices on behalf of your principal.
- Account Customers: Upon work completion, you will receive an invoice. The Total Due on the invoice must be paid within 28 days from the invoice date. If payment is not made within this timeframe, a £15 administration charge will apply, and interest will accrue on the outstanding amount at the current rate plus 5% per annum until full payment is received.
- Our normal business hours for carrying out work are 8 am to 6 pm, Monday to Friday.

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**9. Limitation of Liability - The Customer's attention is specifically drawn to the provisions of this condition**

- The Supplier guarantees to the Customer that the Work will be performed with reasonable care and skill, and in accordance with the Confirmation, unless prevented by circumstances beyond the Supplier's reasonable control.
- The Supplier holds no liability for any loss, damage, costs, expenses, or other claims for compensation arising from:
  - Incomplete, incorrect, or inaccurate information or instructions provided by the Customer; or
  - The Customer's failure to secure proper access over any third party's property as required by clause 5; or any damage or defect caused by a third party.
- The Supplier shall not be liable to the Customer for any indirect or consequential loss, damage, or expenses.
- The Supplier's liability for any other loss or damage is limited to the price paid by the Customer.
- The Supplier is not liable to the Customer due to any delay or failure in performing any of its obligations related to the Work, if the delay or failure results from: Acts of God, war, terrorism, power failure, or any other cause beyond the Supplier's reasonable control; or any health and safety or environmental risks, although the Supplier will endeavour to minimize any such issues where reasonably practicable.
- The Supplier bears no liability for fractured or frozen pipes and does not guarantee the clearance of blockages occurring in a frozen pipe or drain.
- Nothing in these Conditions impacts any liability for death or personal injury caused by the Supplier's negligence or for fraudulent misrepresentation, or the Customer's statutory rights as a consumer.

**10. Data Protection**

The Supplier will utilize the Customer's personal information for the purposes of:

- Providing the Work (traveling to the site location, recording findings, and issuing a report for the site location) and Invoicing Purposes.
- The Customer can correct any information or request deletion of their information or opt-out from receiving marketing materials by post or telephone by providing written notice to the Supplier by emailing [hello@clever-works.co.uk](mailto:hello@clever-works.co.uk)
- When booking via our calendar ([book.clever-works.co.uk](http://book.clever-works.co.uk)) you are submitting information to us through a 3<sup>rd</sup> party. Please find their [Privacy Policy](#) and [Usage terms](#) or on their website at [Calendly.com](https://Calendly.com). Our full data protection policy is available [here](#).

**11. Asbestos**

- Before commencing any work in your property, we will require survey results that show sampling has been carried out in the areas where we are about to work. This will enable us to identify the presence of any asbestos and take appropriate measures to ensure that our work does not disturb any asbestos-containing materials.
- Exposure to asbestos fibres can occur during house alteration projects, and we take this matter seriously. If asbestos is found in the areas where we are scheduled to work, we cannot proceed until the asbestos has been removed.
- Our team will work closely with you to ensure that any asbestos removal is carried out safely and in compliance with all relevant regulations.

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**12. General**

- If any provision (or part of a provision) of this contract is deemed invalid, unenforceable, or illegal by any court or administrative body with jurisdiction, the other provisions will remain in effect.
- If any invalid, unenforceable, or illegal provision of this Contract would become valid, enforceable, or legal with certain modifications or deletions, that provision will apply with the necessary changes to render the relevant provision valid, enforceable, and legal.
- If you are a tenant, you will require your landlord's permission to authorize us to carry out the work. If the property is a listed building, you may need planning permission. In either case, it is your responsibility to obtain any required permissions for the work.
- A delay by either party in addressing a breach of this Contract will not prevent the other party from taking action concerning that breach or any subsequent breach of this contract.