



Sage Crew Limited T/A The Moss Crew

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TERMS OF TRADE

PART A: OVERVIEW OF THESE TERMS

These Terms of Trade apply to all Works that we carry out for you. At Sage Crew Limited T/A The Moss Crew, ensuring our Terms are transparent and easy to understand is important to us. To make these Terms easy to use, we: (a) have set out a 'Dictionary' in Part H; and (b) have included summaries in these boxes – for guidance only, they do not replace the Terms.

1. Introduction

- 1.1 These Terms set out all of the terms and conditions that apply to the Works that we carry out for you.
- 1.2 Any other terms and conditions will not apply unless expressly approved in writing by us for a particular Order.
- 1.3 We may update these Terms on notice to you in writing. Our updated Terms will apply to all Works you order after we have notified you that we have updated our Terms.
- 1.4 If there is any inconsistency between the documents making up these Terms, unless the parties expressly agree otherwise, the documents will apply in the following descending order of priority: (a) the Order; (b) the Specific Terms; (c) these Terms of Trade (excluding the Specific Terms); and (d) Ancillary Documents.

PART B: ORDERS AND CARRYING OUT OF WORKS

Part B sets out details about placing Orders and carrying out and completion of the Works, responsibility for Approvals, and the process for Defects or cancelled Orders.

2. Order process

- 2.1 You may order Works from us in accordance with our order processes that we advise to you at any time.
- 2.2 All Orders are subject to acceptance by us. We may accept an Order (in whole or in part) by issuing an invoice for the applicable Works, carrying out the Works, or otherwise confirming the order in writing.
- 2.3 We are under no obligation to enquire as to the authority of any person placing an Order on your behalf.

3. Carrying out of the Works

- 3.1 We will use reasonable efforts to commence the Works on the Commencement Date specified in the relevant Order.
- 3.2 We will carry out and complete the Works using all reasonable skill and care, in accordance with these Terms, applicable Laws, and Approvals, to achieve Completion by the Due Date for Completion.
- 3.3 Despite clauses 3.1 and 3.2, unless we expressly agree otherwise in writing, the Commencement Date and Due Date for Completion are indicative only.

4. Delay

- 4.1 We will be entitled to an extension to the Due Date for Completion by reason of any Variation, any cause beyond our control, any breach of these Terms by you, or wherever permitted by these Terms. Any such extension will be determined by us (acting reasonably) and notified to you.

5. Approvals

- 5.1 You will be responsible to apply for, give all notices in relation to, obtain and to pay for all Approvals required for the carrying out and completion of the Works.

5.2 You will also provide us with a copy of any Approvals in relation to the Works upon our request.

6. Site access

6.1 You will allow us and our Representatives non-exclusive possession of the Site on the Commencement Date to the extent necessary to allow us to perform our obligations under these Terms.

6.2 In accessing the Site, we agree to abide by the health and safety obligations under clause 21. We are not liable for any loss or damage to the Site unless due to our negligence.

6.3 If any third parties will be carrying out activity in or around the Site while we carry out the Works, you must notify us in writing and ensure such third parties cooperate with us and do not cause or contribute to a breach of any obligation we owe to you or delay to the Works.

7. Completion of the Works

7.1 We may notify you in writing when we consider that the Works have achieved Completion.

7.2 You will, within 10 Business Days after receiving our notice under clause 7.1, notify us in writing that: (a) the Works have achieved Completion, stating the date accordingly (Completion Date); or (b) the Works have not yet achieved Completion, giving detailed reasons and proposing work you (acting reasonably) consider needs to be carried out for Completion to be achieved.

7.3 Completion will be deemed to have occurred, and the Completion Date will be the last day of that period, if: (a) you fail to confirm Completion has occurred; or (b) you fail to confirm Completion has not been achieved (with reasons) within the period under clause 7.2; or (c) the reasons you provide under clause 7.2(b) are (in our opinion) unreasonable.

8. Materials

8.1 We will ensure that the Materials used in the Works are new (unless otherwise agreed with you) and satisfy the requirements of these Terms.

8.2 If requested by you, we will use reasonable endeavours to: (a) obtain available product warranties for materials used in the Works; and (b) obtain relevant warranties relating to materials and workmanship from our subcontractors.

9. Title and risk

9.1 All goods and other materials comprising the Works, or consumed in the Works, will become your property and title will pass to you when payment is made in full in accordance with clause 14.

9.2 Despite the passing of title to you, risk in the Works will not pass to you until Completion.

10. Variations

10.1 We will carry out Variations to the Works instructed in writing by you at any time prior to the Completion Date.

10.2 You may issue a Variation which increases or decreases the quantity of any work, omits any work, changes the character or quality of any material or work, requires additional work, or changes the level, line, position or dimensions of any part of the Works.

10.3 If we consider that any instruction, whether verbal or written, not expressly stated to be a Variation should be treated as one: (a) we will notify you in writing; (b) within 10 Business Days of receipt, you will confirm in writing that it involves a Variation, or give reasons if you disagree; and (c) if you do not respond within that time, the instruction will be treated as a Variation.

10.4 The value of any Variation will be: (a) agreed between the parties; (b) failing agreement, determined by us with reference to any schedule of rates included with these Terms; or (c) in the absence of a schedule of rates, determined by us based on what is fair and reasonable.

10.5 Where a Variation is valued under clause 10.4(b), we will add a percentage to cover on-site and off-site overheads and profit as detailed on the Order, where the schedule of rates (or absence of one) does not already include such allowances.

10.6 The value of Variations will be added to or deducted from the Price.

10.7 Where we suffer delay or additional cost due to physical site conditions which substantially increase the cost to us and could not reasonably have been foreseen, such conditions shall be treated as a Variation and clause 10.4 shall apply.

11. Defects

11.1 We will remedy all Defects that you notify to us in writing at any time prior to the expiry of 12 months from the Completion Date.

11.2 Nothing in these Terms will affect any rights you may have from the implied warranties under sections 362I to 362K of the Building Act 2004.

12. Cancellation

12.1 Either party may cancel an Order by written notice if the other party: (a) commits a material breach not remedied within 20 Business Days of written notice; or (b) suffers an Insolvency Event.

12.2 If we are unable to carry out and complete the Works due to reasons beyond our reasonable control, we may cancel the Order by written notice. We will repay any amount paid in advance and will not be liable for any loss or damage arising from such cancellation.

12.3 We will not accept cancellation of any Order after the Order has been accepted by us.

PART C: PRICE

Part C sets out terms relating to the Price for the Works, set on a 'lump sum' or 'cost reimbursement' basis as specified in the Order.

13. Price

13.1 The Price under these Terms will be determined on the basis of either a lump sum or cost reimbursement, as specified in the Order.

13.2 Where the Order specifies: (a) a lump sum, the Price is the sum stated in the Order, subject to adjustments under these Terms; or (b) cost reimbursement, the Price is the net cost of labour, materials, plant and subcontractors, plus an allowance for on-site and off-site overheads and profit, or a schedule of rates where provided.

13.3 Unless otherwise stated, the Price does not include GST.

13.4 We may charge you for freight, insurance, disbursements, and any applicable taxes, duties and levies, in addition to the Price.

13.5 Where we provide a quotation, proposal or estimate: (a) unless otherwise specified, it is valid for 14 days from issue; (b) we may withdraw it at any time before acceptance by notice in writing; and (c) it excludes any additional amounts referred to in clause 13.4.

PART D: PAYMENT TERMS

It is important to us that you pay us in full by the due date. The following clauses set out additional protections and the process for delays or disputes relating to payments.

14. Payment **UPDATED**

14.1 We may, upon either: (a) the last day of each month, invoice you for the value of Works carried out (including Variations and materials delivered but not yet incorporated) during the preceding month; or (b) achievement of a payment milestone specified in the Order, invoice the applicable instalment.

14.2 Where a deposit is required under clause 16.1, we may invoice you for the agreed deposit amount at any time.

14.3 You must pay us all Amounts Owing to our nominated bank account or other agreed payment method, in full without deduction, withholding, set-off or counterclaim, by the following Due Date:

(a) **Residential Works:** within 7 days from the date of invoice; or

(b) **Commercial Works:** within 20 days from the date of invoice, unless otherwise agreed in writing (including any progress payment schedule specified in the Order).

14.4 If you dispute an invoice, you must: (a) notify us in writing within 14 days of the invoice date (otherwise, absent manifest error, you are deemed to have accepted it); and (b) only withhold the disputed amount, promptly paying any balance once resolved.

14.5 We and you each agree to promptly deal with disputed invoices and, where possible, resolve disputes before the Due Date.

15. Credit terms and repayment obligations

15.1 Supply of Materials on credit is subject to our prior approval. We may use credit reporters and debt collection agencies (see clause 23.2).

15.2 You must notify us immediately if: (a) you suffer an Insolvency Event (any Amount Owing becomes immediately due and payable); or (b) you are a company and there is a material change in your effective management or ownership.

16. Deposit and guarantee

16.1 We may require advance payment, a deposit, guarantee, or other security before supplying Materials or carrying out the Works, as security for any Amount Owing.

16.2 If we cancel an order for reasons other than your breach, we will refund any deposit in full. Otherwise, any deposit is non-refundable, unless we agree otherwise in writing.

17. Rights to recover Materials

17.1 We retain ownership of all Materials supplied until we have received payment in full of the Amount Owing.

17.2 If you resell or use Materials before ownership has passed, you hold the proceeds of sale on trust for us to the extent of the Amount Owing.

17.3 If any Amount Owing is overdue or an Insolvency Event occurs, you must return Materials on request, or permit us to enter premises to repossess them.

18. Late payments

18.1 If payment in full is not made on the Due Date (and is not subject to genuine dispute), we may: (a) suspend or cancel the Works (in accordance with clause 12.1(a)); (b) cancel any rebates or discounts; and (c) charge interest at 2.5% per month on the outstanding balance, accruing daily and charged monthly.

19. Costs of recovering Amounts Owing

19.1 You must reimburse us for any reasonable costs and expenses incurred to recover any Amount Owing, including debt collection fees or commission and full legal expenses.

20. Security interests

20.1 You acknowledge these Terms create, in our favour, a security interest (as defined in the PPSA) in all Materials and their proceeds (Security Interest), securing the Amount Owing.

20.2 You undertake to promptly sign further documents we may reasonably require to perfect the Security Interest, and to give at least 14 days' prior written notice of any change in your name or other details.

20.3 The parties agree to contract out of sections 114(1)(a), 133 and 134 of the PPSA. You waive your rights under the PPSA to the extent permitted by section 107(2) and to receive a verification statement.

20.4 We reserve the right to require a guarantee or other additional security (at your cost) before providing Materials or carrying out the Works.

PART E: COMPLIANCE AND INFORMATION

Part E covers health and safety, privacy, confidentiality, intellectual property and insurance. Unless we agree otherwise, we own all intellectual property rights in the Materials and Works. Where these Terms apply to residential building work under the Building Act 2004, you may request a disclosure statement and consumer protection checklist before finalising an Order; you acknowledge you have had the opportunity to request this.

21. Health and safety

21.1 Each party will comply with the Health and Safety at Work Act 2015 and all applicable regulations, standards and codes of practice, and each party's pre-notified, reasonable health and safety policies while on the other's premises.

21.2 You must notify us of any known hazards at the Site or your premises and ensure the Site is without risks to health and safety.

21.3 Each party must consult, co-operate and co-ordinate activities with all other persons who have a health and safety duty in relation to the Works.

21.4 We do not assume any duty imposed on you under the HSW Act in connection with these Terms.

22. Free issue materials

22.1 Where you supply materials for us to use, you accept responsibility for those materials, including their suitability and any inherent faults.

22.2 If we reasonably consider materials you supply are non-conforming or will not meet applicable Laws or NZ Standards, we may suspend the Works until conforming materials are sourced.

22.3 Where clause 22.2 applies, we are entitled to: (a) recover all associated costs; and (b) an extension to the Due Date for Completion.

23. Privacy

23.1 We may collect, use and share Personal Information for performing our obligations under these Terms and in accordance with the Privacy Act 2020, including with our Related Companies.

23.2 We may use credit reporters and debt collection agencies and provide your Personal Information to them for that purpose.

23.3 If you provide us information about a third party, you confirm you are authorised to do so and have informed them of their access and correction rights.

23.4 You (if an individual) and your Representatives have the right to access and request correction of your Personal Information held by us.

24. Confidentiality

24.1 Each party must keep confidential all Confidential Information.

24.2 Disclosure is permitted where: (a) required by law or a Regulator; (b) reasonably required to perform obligations under these Terms; or (c) to a Related Company on a need-to-know basis, subject to confidentiality obligations.

24.3 We may refer to you as a customer (including your logo) and publish testimonials you provide, accurately representing your experience. Contact us if you do not approve.

25. Insights and Intellectual property

25.1 We may use information collected in connection with the Works to improve our services and provide aggregated, de-identified industry insights (Insights), unless you tell us not to.

25.2 You grant us a licence to use information in connection with the Works as above; we own the intellectual property in all Insights.

25.3 We (or our licensors) own all intellectual property rights in the Works at all times.

25.4 New intellectual property created by us in connection with the Works will be owned by us, unless otherwise agreed in writing.

25.5 You assign all relevant intellectual property rights to us with effect from creation, and agree to do all things reasonably required to give effect to that assignment.

25.6 You warrant that any designs, instructions or specifications you supply will not infringe third party intellectual property rights, and indemnify us against related losses.

26. Insurance

26.1 Required insurances, responsible parties, and amounts are set out in the Order, on market standard terms.

26.2 If not specified, we will maintain appropriate insurance including public liability and cover for our vehicles and equipment, with evidence provided on request.

26.3 Each party pays deductibles or excesses arising from its own acts or omissions.

26.4 You will provide reasonable evidence of your required insurances promptly upon request.

PART F: SUSPENSION OF WORKS, DISPUTE RESOLUTION AND LIABILITY

If a dispute arises, we follow the process in this Part F. Any claim will be limited by the liability framework set out here.

27. Suspension of Works

27.1 If your act, omission or default stops us continuing the Works, we may suspend the Works after written notice specifying the default. Costs of suspension and recommencement are payable by you on demand.

27.2 If a suspension continues un-remedied for at least 10 Business Days, we are entitled to terminate in accordance with clause 12.

28. Dispute Resolution

28.1 Either party may give written notice of a dispute (Dispute Notice).

28.2 Following a Dispute Notice: (a) Representatives will meet within 10 Business Days to try to resolve the dispute; (b) if unresolved, it is referred to senior management for a further 10 Business Days; and (c) if still unresolved, either party may commence court proceedings.

28.3 This clause does not affect rights under the Construction Contracts Act 2002 or a party's right to seek urgent court relief.

28.4 Each party must continue performing its obligations despite a dispute, subject to any termination rights.

29. Warranties

29.1 To the fullest extent permitted by law, except as expressly set out in these Terms, we exclude all other warranties, representations and conditions that would otherwise apply to the Works.

29.2 Our liability for any defect or damage is limited to the value of any express warranty specified in warranty documentation provided to you, at our sole discretion.

30. Limitation of liability

30.1 Subject to clause 30.2, to the maximum extent permitted by law: (a) our total aggregate liability is limited to the Price paid for the Works; and (b) we are not liable for indirect, special or consequential loss, or loss of profits, revenue, data, goodwill or reputation.

30.2 Nothing in these Terms limits or excludes liability for: (a) fraud; (b) breach of clause 24 (Confidentiality); (c) our wilful breach; (d) our gross negligence; or (e) any matter which cannot be excluded by law.

30.3 These limitations apply irrespective of the legal basis of the claim, but do not limit any rights you have under statute.

30.4 We have no liability: (a) for the acts or omissions of your Representatives or any third party; (b) for performance in accordance with your instructions; or (c) to any third party.

PART G: GENERAL

Part G describes miscellaneous provisions necessary for the proper operation of these Terms.

31. General

31.1 **Governing Law:** These Terms are governed by New Zealand law; each party submits to the exclusive jurisdiction of the courts of Hastings, New Zealand.

31.2 **Previous Agreements:** These Terms supersede any previous written agreements relating to the Works.

31.3 **Sub-contracting:** We may subcontract our obligations (including to a Related Company) while remaining solely liable to you.

31.4 **Assignment:** You must not assign your rights or obligations without our prior written consent. We may assign these Terms on notice to you.

31.5 **Amendments:** Any amendment must be in writing signed by each party, except as otherwise stated or required for legal compliance.

31.6 **Force majeure:** We are not liable for failure or delay caused by events beyond our reasonable control, including strikes, epidemics, or acts of government or God.

31.7 **Waiver:** A single or partial exercise or waiver of a right does not prevent any other exercise of that or any other right.

31.8 **Survival:** Continuing obligations survive termination.

31.9 **Rights of Third Parties:** These Terms do not confer a benefit on any person other than the parties.

31.10 **Relationship:** We act as an independent service provider; nothing creates an employment, trust, agency or partnership relationship.

31.11 **Non-exclusive:** These Terms do not restrict us or you from contracting with any other person.

31.12 **Counterparts:** These Terms may be executed in counterparts, including electronically.

31.13 **Notices:** Notices must be in writing, made by email, post or personal delivery, and are deemed received on delivery, the first Business Day after posting, or on completion of email transmission.

PART H: DICTIONARY

Part H sets out a Dictionary defining the capitalised terms used in these Terms.

32. Definitions

Amount Owing	means any amount owed by you to us, including the Price, amounts under clause 13.4, interest, and enforcement costs.
Ancillary Document	means drawings, specifications or other documents relating to the Works provided by you and accepted with the Order.
Approvals	means all necessary approvals, consents, licenses, permissions, certificates required by any relevant authority, including building and resource consents.
Business Day	means Monday to Friday, excluding NZ public holidays.
Completion	means the stage when the Works are complete except for minor omissions or defects that do not prevent intended use.
Commencement Date	means the date specified in the Order, or as otherwise notified by us in writing.
Completion Date	has the meaning given in clause 7.
Confidential Information	means information reasonably regarded as confidential relating to a party's business, the Works, or intellectual property, excluding public domain or independently developed information.
Defect	means a defect in workmanship or materials, excluding faults in goods you supply, design issues, your acts or omissions, minor deviations, fitness for purpose, improper maintenance, or fair wear and tear.
Due Date for Completion	means the date in the Order, as adjusted under clause 4.1.
Insolvency Event	means suspension of business activities, liquidation, compromise with creditors, appointment of a receiver/liquidator, suspension of debt payment, enforcement of security, or analogous events, other than as part of a solvent restructure.
Law	means any statute, regulation or subordinate legislation in force from time to time.
Materials	means materials supplied by us as part of the Works.
Order	means an order for Works submitted by you and accepted by us, specifying the Price, description of Works and Site, dates, and contact details.
Personal Information	has the meaning in the Privacy Act 2020.
PPSA	means the Personal Property Securities Act 1999.
Price	means the amount payable for Completion of the Works, subject to adjustments under these Terms.
Regulator	means any authority with regulatory or supervisory authority over the parties or the Works.
Related Company	has the meaning in the Companies Act 1993.
Representatives	means directors, officers, employees, agents and contractors of a party.
Site	means the physical site where the Works are carried out, as described in the Order.
Specific Terms	means the terms (if any) in Part I.
Terms	means these Terms of Trade, including Specific Terms, each Order, and any additional agreed terms.
Variation	means a variation to the Works under clause 10.
We or us	means Sage Crew Limited T/A The Moss Crew, as identified in the Order.
Works	means the works described in the Order and any Ancillary Document, including Materials.
You or your	means the customer purchasing the Works, as identified in the Order.

33. Interpretation

33.1 In these Terms, unless the context otherwise requires: (a) headings are for convenience only; (b) references to legislation include regulations and amendments; (c) "in writing" includes email; "agree", "notice" or "approval" mean in writing; (d) "include" or "including" are not limiting; (e) references to a party include successors and permitted assigns; and (f) singular includes plural and vice versa.

PART I: SPECIFIC TERMS

Part I sets out specific terms that apply to our roof moss, mould and lichen treatment Works, including how our treatment process works and what is guaranteed.

34. Our roof treatment process

34.1 Before any Works commence, we carry out a free, no-obligation roof assessment to identify the level of moss, mould, lichen or algae growth and confirm the appropriate treatment plan for your roof type.

34.2 Our roof treatment program is carried out in two stages:

- (a) **Stage 1 – Removal:** we apply a professional-grade, low-pressure Benzalkonium Chloride (BAC) based treatment to the affected roof areas. BAC is a chloride-based compound (not chlorine) that kills moss, mould, lichen and algae at the root. We do not use high-pressure waterblasting, which can strip protective coatings, force water under roofing materials, damage older roofing, and shorten the life of the roof; and
- (b) **Stage 2 – Protection:** once growth has died back, we apply a protective treatment – the same treatment used on brand-new roofs – designed to stop moss, mould and lichen from re-establishing. Stage 2 is not optional or a top-up: it is what locks in and protects the results achieved by Stage 1. Without Stage 2, regrowth should be expected.

34.3 Following Stage 1 treatment, dead moss, mould and lichen will not disappear immediately. The typical progression is: moss begins dying and changing colour within 1–4 weeks; dead growth continues to break down over approximately 1–3 months; rain and weather progressively wash away dead growth over approximately 3–6 months; and the full visual result, with long-term protection in place, is typically achieved within approximately **9–12 months** of the initial Stage 1 application. This gradual, natural process is not a Defect. Timeframes vary depending on the roof, weather, and the extent of existing growth, and roofs with heavy or long-term buildup may take longer and may benefit from a second Stage 1 treatment to fully eliminate remaining spores and deeply rooted growth.

34.4 If rainfall occurs within 4 to 6 hours after Stage 1 or Stage 2 treatment is applied, this does not affect the treatment's effectiveness and re-treatment is not required.

34.5 Our low-pressure method is suitable for all common New Zealand roofing materials, including corrugated iron, Colorsteel, concrete and clay tile, Decramastic tile, long run metal, Butynol/membrane, and asbestos-cement (Fibrolite/Super Six) roofs, which are treated without disturbing the roof surface.

34.6 For new roofs, Stage 1 is not required. We apply Stage 2 protection directly, to stop moss, mould and lichen ever establishing rather than removing it after the fact.

34.7 Subject to clause 11 (Defects) and clause 39 (Your acknowledgements) of these Terms, our Stage 1 and Stage 2 treatments are each guaranteed against failure for the warranty period stated in our Order. Where regrowth occurs within the warranty period due to a failure of our treatment (rather than due to matters outside our control, such as shading, overhanging trees, roof pitch, blocked or poorly maintained gutters and downpipes, or other environmental conditions), we will re-treat the affected areas at no additional charge.

34.8 Once Stage 1 and Stage 2 are complete, we record the service date on file and will contact you approximately two years later to arrange a follow-up roof inspection. Most treated roofs then only require maintenance every 2–3 years.

35. Additional charges UPDATED

35.1 You acknowledge and agree that:

- (a) urgent Works outside normal business hours may incur additional labour costs (penalty rates at time and a half), unless otherwise agreed;
- (b) we may vary the Price for increases in the cost of labour or Materials;
- (c) a variation to the treatment products or method is requested;
- (d) additional Works are required due to: (i) unforeseen site conditions or access limitations beyond our control; (ii) heavier moss, mould, lichen or organic growth than could reasonably be identified at the time of quoting; (iii) deteriorated roofing material, rust, or damage exposed once growth is removed; or (iv) changes to the scope or treatment method requested by you; or

(e) **specialist access is required** — for multi-storey properties or roofs with a steep pitch, additional scaffolding, rope access, or other specialist access equipment beyond what was anticipated at the time of quoting may be required, and the Price will be adjusted accordingly.

35.2 Any variations to the Price will be dealt with in accordance with clause 10.

36. Information we provide **UPDATED**

36.1 You warrant that the roof and any structures on which the Works are carried out are structurally sound and safe for our Representatives to access and for treatment to be applied. If we reasonably consider (including due to asbestos, Fibrolite, rot or structural weakness) that the Site is not safe, we may delay the Works until it is safe to proceed.

36.2 Treatment is weather-dependent. We may reschedule the Works where wind, rain or extreme temperatures would reduce treatment effectiveness or compromise safety.

36.3 We recommend vehicles, garden furniture, pot plants, washing, and any pool or water feature be moved or covered, and that rainwater tanks supplying drinking water and downpipes feeding gardens, ponds or water features be isolated or disconnected during treatment.

36.4 **Prior repairs:** You must disclose to us, prior to commencement, any known prior repairs, patching, recoating or remedial work carried out on the roof. Our public liability insurance does not extend to loss or damage arising from repairs or defects that were not disclosed to us in writing prior to commencement.

36.5 **Re-entry period:** Pets, children and outdoor plants should be kept off treated roof surfaces and any adjacent lawn or garden area for at least 24 hours following treatment, or until the treated area is fully dry, whichever is longer. We are not liable for any effects arising from re-entry to treated areas before this period has elapsed.

37. Information we require **UPDATED**

37.1 We are entitled to rely on the accuracy of any plans, specifications or other information you provide, and accept no responsibility for loss resulting from inaccurate information.

37.2 Where you request a variation to the original treatment method or product selection, we may require sign-off prior to commencement, and accept no liability for the finished Works being unsatisfactory if you fail to adhere to this clause.

37.3 You must disclose to us, prior to commencement, the presence of any solar panels, skylights, aerials, or other roof-mounted equipment, and any known issues with their seals, mounts or wiring. We are not liable for loss or damage to undisclosed equipment.

37.4 You must disclose to us, prior to commencement, the presence of any gutter guards or mesh fitted to the property, so that we can advise whether removal or additional precautions are required to prevent treatment run-off being trapped or diverted.

38. Treatment products and results

38.1 You acknowledge and accept that:

- (a) treatment results depend on the condition, age and material of the roof and the extent of existing growth, which may affect the outcome;
- (b) some staining, scarring or discolouration caused by pre-existing moss, mould or lichen growth may remain after treatment, reflecting existing roof damage rather than a defect in our Works;
- (c) new growth may reoccur over time due to shading, overhanging trees, roof pitch or other environmental conditions beyond our control; and
- (d) treatment products may affect roof coatings, paint finishes or surfaces not disclosed to us prior to commencement.

38.2 We will take reasonable care to protect surrounding plants, lawns and gardens from treatment run-off, but do not guarantee against all effects of run-off or overspray, particularly where weather conditions change during application.

39. Your acknowledgements

39.1 You acknowledge and agree that we:

- (a) offer no guarantee against future moss, mould or lichen regrowth beyond the warranty period stated in our Order;

(b) shall not be liable for: (i) pre-existing roof damage or defects discovered by us prior to commencement (you will be notified in writing); (ii) reduced results where you decline our recommended treatment or protective coating; or (iii) loss or damage caused by other tradespeople during or after the Works; and

(c) are not insured to move furniture, fittings, solar panels, aerials or appliances, and will not do so unless expressly agreed.

39.2 If you instruct us to rectify damage caused by another tradesperson, this will be treated as a Variation and charged at our normal hourly rate.

40. Equipment and amenities to be supplied

40.1 You acknowledge and agree that: (a) it is your responsibility to provide adequate access to water and electricity at the Site where required for the Works; and (b) where height safety equipment, scaffolding or specialist access equipment is your responsibility to provide, it must comply with applicable safety standards (including AS/NZS 1891) and be erected or certified by a suitably qualified person.

41. Site requirements

41.1 Rubbish or debris generated by us will be placed in a designated area appointed by you, but removal remains your responsibility unless otherwise agreed.

41.2 It is your responsibility to: (a) move or protect vehicles, outdoor furniture and garden items from the vicinity of the Works, as we are not liable for damage caused by treatment run-off or debris where you have not complied with this clause; and (b) ensure safe, clear access to the roof and surrounding areas for the duration of the Works; costs incurred where this is not met will be invoiced to you.

41.3 If asbestos, Fibrolite or any other toxic substance is discovered at the Site, it is your responsibility to arrange its safe removal. You agree to indemnify us against any resulting costs. We will not handle removal of asbestos product under any circumstances.

41.4 Where Materials, tools or equipment must be stored at the Site, you shall provide a safe storage area and take reasonable care to protect them from loss or damage.

42. Service locations

42.1 Prior to commencing any work you must advise us of the precise location of all services on the Site (including electrical, water and irrigation services) and clearly mark the same.

42.2 Whilst we take all care to avoid damage to services, you agree to indemnify us against all liability, loss, damage, costs and fines arising from damage to services not precisely located and notified in accordance with clause 42.1.

43. Photography and marketing NEW

43.1 We may take before, during and after photographs or video of the Works and the property for our own quality assurance, training and marketing purposes (including on our website and social media), without identifying the property address. If you do not wish for images of your property to be used in this way, please notify us in writing prior to commencement.