

SERVICE AGREEMENT TERMS AND CONDITIONS

TERMS & CONDITIONS

1. THIS SERVICE AGREEMENT (“AGREEMENT”) IS BETWEEN THE CUSTOMER AND **DRIPT EXTERIORS** (“DRIPT EXTERIORS”), A BUSINESS OPERATED BY A SOLE TRADER UNDER ABN **97 299 417 042**. ANY QUOTE, PROPOSAL OR BOOKING PROVIDED BY DRIPT EXTERIORS FORMS PART OF THIS AGREEMENT.
2. BY ACCEPTING A QUOTATION, MAKING A BOOKING, OR ALLOWING WORK TO COMMENCE, THE CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS.
3. DRIPT EXTERIORS WILL PROVIDE THE SERVICES AT THE PREMISES AS INSTRUCTED BY THE CUSTOMER AND WILL CARRY OUT THE SERVICES IN A PROFESSIONAL MANNER USING METHODS AND EQUIPMENT APPROPRIATE FOR THE TASK.
4. ALL TIMEFRAMES PROVIDED ARE ESTIMATES ONLY AND MAY VARY SUBJECT TO WEATHER CONDITIONS, ACCESS, SAFETY REQUIREMENTS, SITE CONDITIONS OR OTHER FACTORS OUTSIDE THE CONTROL OF DRIPT EXTERIORS.
5. **SERVICES PROVIDED**
DRIPT EXTERIORS MAY SUPPLY, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING SERVICES:
 - a. PRESSURE CLEANING;
 - b. HOUSE, BUILDING & ROOF SOFT WASHING;
 - c. GUTTER CLEANING;
 - d. EXTERIOR WINDOW CLEANING;
 - e. SOLAR PANEL CLEANING & BIRD PROOFING;
 - f. CONCRETE & NATURAL STONE SEALING.

ALL SERVICES ARE SUBJECT TO ON-SITE ASSESSMENT. ADDITIONAL CHARGES MAY APPLY WHERE ACCESS IS LIMITED, SURFACES ARE HEAVILY DEGRADED, OR ADDITIONAL WORK, SAFETY EQUIPMENT, OR TIME IS REQUIRED TO COMPLETE THE SERVICE TO A PROFESSIONAL STANDARD.

6. THE CUSTOMER MUST PROVIDE SAFE AND REASONABLE ACCESS TO ALL AREAS REQUIRED FOR THE SERVICES. WATER SUPPLY AND POWER SUPPLY MUST BE AVAILABLE UNLESS OTHERWISE AGREED.
7. THE CUSTOMER IS RESPONSIBLE FOR ENSURING THAT ALL WINDOWS AND DOORS ARE SECURED, AND THAT PERSONAL

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BELONGINGS, VEHICLES, PETS, AND OBSTACLES ARE REMOVED FROM WORK AREAS PRIOR TO COMMENCEMENT.

8. DRIPT EXTERIORS ACCEPTS NO LIABILITY FOR PRE-EXISTING DAMAGE, OXIDATION, FADING, PAINT FAILURE, LOOSE OR BRITTLE SURFACES, OR MATERIALS THAT ARE ALREADY DEGRADED PRIOR TO COMMENCEMENT OF WORK.
9. PRESSURE CLEANING AND SOFT WASHING MAY REVEAL DEFECTS NOT VISIBLE BEFORE CLEANING. DRIPT EXTERIORS IS NOT RESPONSIBLE FOR DAMAGE CAUSED BY STRUCTURAL WEAKNESS, FAILED SEALS, CRACKS, FAULTY FLASHING, OR SURFACE DETERIORATION.
10. WATER INGRESS MAY OCCUR WHERE EXISTING GAPS, DEFECTIVE SEALS, CRACKS, OR STRUCTURAL ISSUES ARE PRESENT. THE CUSTOMER ACKNOWLEDGES THAT SUCH ISSUES ARE OUTSIDE THE CONTROL OF DRIPT EXTERIORS.
11. QUOTES ARE BASED ON THE INFORMATION PROVIDED BY THE CUSTOMER. WHERE CONDITIONS DIFFER FROM THOSE DESCRIBED, DRIPT EXTERIORS MAY REVISE PRICING OR ISSUE ADDITIONAL CHARGES.
12. PAYMENT IS DUE UPON COMPLETION OF SERVICES UNLESS OTHERWISE AGREED IN WRITING. COMMERCIAL PROJECTS MAY ATTRACT ALTERNATIVE PAYMENT TERMS AT THE DISCRETION OF DRIPT EXTERIORS.
13. FAILURE TO PROVIDE PAYMENT MAY RESULT IN INTEREST CHARGES AND RECOVERY FEES, WHICH THE CUSTOMER AGREES TO PAY IN FULL.
14. THE CUSTOMER MUST PROVIDE AT LEAST 48 HOURS NOTICE TO CANCEL OR RESCHEDULE A BOOKING. FAILURE TO DO SO MAY RESULT IN A CALL-OUT OR CANCELLATION FEE.
15. DRIPT EXTERIORS MAY SUSPEND OR CANCEL SERVICES IF CONDITIONS ARE UNSAFE, UNSUITABLE, OR IF THE CUSTOMER FAILS TO MEET OBLIGATIONS OUTLINED IN THIS AGREEMENT.
16. RESULTS OF CLEANING MAY VARY DEPENDING ON SURFACE AGE, CONDITION, TYPE OF MATERIAL, POROSITY, WEATHERING, AND EXISTING STAINS OR OXIDATION. NO GUARANTEE IS MADE THAT SURFACES WILL BE RESTORED TO THEIR ORIGINAL APPEARANCE.
17. DRIPT EXTERIORS PROVIDES SERVICES WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN

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CONSUMER LAW. NO WARRANTY IS PROVIDED FOR PERMANENT STAINS, OXIDATION, OR MATERIAL DEFECTS.

18. TO THE MAXIMUM EXTENT PERMITTED BY LAW, DRIPT EXTERIORS IS NOT LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR FINANCIAL LOSS, INCLUDING LOSS OF BUSINESS, INCOME, OR PROPERTY VALUE.
19. THE CUSTOMER INDEMNIFIES DRIPT EXTERIORS AGAINST ANY LOSS, DAMAGE, CLAIM OR LIABILITY ARISING FROM UNSAFE CONDITIONS, CUSTOMER NEGLIGENCE, FAILURE TO DISCLOSE HAZARDS, OR BREACH OF THIS AGREEMENT.
20. ANY WORK OR MATERIALS SUPPLIED BY DRIPT EXTERIORS MAY BE CLAIMED AS A PAYMENT CLAIM UNDER THE BUILDING AND CONSTRUCTION INDUSTRY SECURITY OF PAYMENT ACT 1999 (NSW).
21. DRIPT EXTERIORS IS NOT RESPONSIBLE FOR DELAYS CAUSED BY WEATHER, EQUIPMENT FAILURE, ILLNESS, SUPPLY SHORTAGES, OR EVENTS OUTSIDE ITS CONTROL.
22. THIS AGREEMENT IS GOVERNED BY THE LAWS OF NEW SOUTH WALES. BOTH PARTIES AGREE TO ATTEMPT TO RESOLVE DISPUTES IN WRITING BEFORE PURSUING FURTHER ACTION.
23. **INDEPENDENT CONTRACTORS**
DRIPT EXTERIORS MAY ENGAGE INDEPENDENT CONTRACTORS TO CARRY OUT SERVICES ON ITS BEHALF. INDEPENDENT CONTRACTORS ARE RESPONSIBLE FOR THEIR OWN INSURANCE, LICENSING, AND COMPLIANCE WITH APPLICABLE LAWS, INCLUDING WORKERS COMPENSATION WHERE REQUIRED.
24. **CHEMICALS AND CLEANING METHODS**
DRIPT EXTERIORS MAY USE PROFESSIONAL-GRADE DETERGENTS AND CHLORINE-BASED SOLUTIONS WHERE REQUIRED. CLEANING MAY INVOLVE LOW-PRESSURE AND/OR HIGH-PRESSURE METHODS DEPENDING ON THE SURFACE TYPE AND LEVEL OF SOILING. SURROUNDING AREAS ARE WATERED DOWN BEFORE, DURING, AND AFTER THE SERVICE TO MINIMISE ANY IMPACT ON LANDSCAPING OR SURFACES.