



SMART EXTERIOR CLEANING SOLUTIONS LTD

TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms which apply to the provision of window cleaning services by Smart Exterior Cleaning Solutions Ltd (“the Trader”) to customers who require window cleaning services to be provided at their home on a regular basis.

These Terms and Conditions apply where the customer is a “Consumer” as defined by the Consumer Rights Act 2015.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Agreed Times”	means the times which You and We agree for the Window Cleaner to have access to the Property to provide the Window Cleaning Services [as specified in the Agreement];
“Agreement”	means the contract into which You and We will enter if You accept the Quotation. The Agreement will incorporate, and be subject to, these Terms and Conditions[. Our standard form of Agreement is attached as Schedule 1];
“Business”	means any business, trade, craft or profession carried on by You or any other person/organisation;
“Consumer”	means a “consumer” as defined by the Consumer Rights Act 2015, and in relation to these Terms and Conditions means an individual customer of the Trader who receives Window / Exterior Cleaning Services for their personal use and for purposes wholly or mainly outside the purposes of any Business;
[“Initial Period”]	[subject to the provisions of Clause 9, means a period of 14 days beginning on the Start Date during which You may not cancel the Agreement under Clause 10;]
“Model Cancellation Form”	means the model cancellation form attached as Schedule 2;
“Monthly Fee”	means the fee You are to pay for the Window Cleaning Services as specified in the Agreement;

“Order”	means Your initial request for Us to provide the Window / Exterior Cleaning Services as set out in Clause 2;
“Property”	means Your home, commercial property, as detailed in the Order and the Agreement, at which We are to provide the Window / Exterior Cleaning Services;
“Quotation”	means the quotation We give to You in accordance with Clause 2 detailing the services We will provide to You and the fees We will charge;
“Service Period”	means a period of regular / one-off services as agreed upon acceptance of the original quotation beginning on the Start Date and repeating until the Agreement is cancelled or terminated;
“Start Date”	means the date You and We agree on for Us to start providing the Window / Exterior Cleaning Services as specified in the Agreement;
“Visit”	means any occasion, scheduled or otherwise, on which the Exterior Cleaning Technician visits the Property to provide the Window / Exterior Cleaning Services;
“We/Us/Our”	means the Trader and includes all employees, agents and sub-contractors of the Trader;
“Exterior Cleaning Technician”	means Us or Our employee who will be responsible for providing the Window / Exterior Cleaning Services;
“Window / Exterior Cleaning Services”	means the window and / or exterior cleaning services We will provide as specified in the Agreement;
“You/Your”	means a Consumer who is a customer of the Trader.

- 1.2 Each reference in these Terms and Conditions to “writing”, and any similar expression, includes electronic communications whether sent by e-mail, [text message,] fax or other means.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.4 Each reference to “these Terms and Conditions” is a reference to these Terms and Conditions.
- 1.5 Each reference to a Schedule is a reference to a schedule these Terms and Conditions.
- 1.6 The headings used in these Terms and Conditions are for convenience only and do not affect the interpretation of these Terms and Conditions.
- 1.7 Words signifying the singular number will include the plural and vice versa.
- 1.8 References to any gender will include the other gender.
- 1.9 References to persons, unless the context otherwise requires, include corporations.

2. Information about Us

- 2.1 We are a Limited Company.

- 2.2 [We trade under the name Smart Exterior Cleaning Solutions Ltd.]
- 2.3 [We are registered in England & Wales under number 11509697.]
- 2.4 [Our registered office is at 71-75 Shelton Street, Covent Gardens, London, WC2H 9JQ.]
- 2.5 [Our main trading address is As Above, Our regional Depots Are Southampton, Bournemouth & Salisbury]
- 2.6 [Our VAT number is 306 3481 22.]

3. Communication and Contact Details

- 3.1 If You wish to contact Us with questions or complaints, You may contact Us by telephone at 0800 471 4925 or by email via our website.
- 3.2 In certain circumstances You must contact Us in writing (as stated in various Clauses throughout these Terms and Conditions). When contacting Us in writing You may use the following methods:
 - 3.2.1 contact Us by email via our website; or
 - 3.2.2 contact Us by pre-paid post at Smart Exterior Cleaning Solutions Ltd, 71-75 Shelton Street, Covent Gardens, London, WC2H 9JQ.

4. Orders

- 4.1 We accept orders for Window / Exterior Cleaning Services through Social media, email, website and telephone.
- 4.2 When placing an Order You should set out, in detail, the Window / Exterior Cleaning Services required. Details required include the location and size of the Property, the number of floors the Property has, the number of windows in the Property, facades, floor areas etc and the frequency of Visits required. [We will provide You with either an order form containing prompts for all required information or verbal confirmation.] [All such details are set out in the Agreement.]
- 4.3 Once the Order is complete and submitted We will prepare a Quotation and send it to You either by email or first class post. The Quotation will set out the required task Fee (see Clause 5).
- 4.4 You may request changes to the Order and Quotation before accepting it. You may accept the Quotation by email ONLY.

5. Fees and Payment

- 5.1 We will calculate the Task Fee based on the following factors:
 - 5.1.1 Frequency of works
 - 5.1.2 Time to complete task
 - 5.1.3 Ease of access
 - 5.1.4 Consumables, Labour, Legal, Admin and General task cost duties
- 5.2 The Task Fee is exclusive of VAT. If the rate of VAT changes We will adjust the amount of VAT that You must pay.
- 5.3 We will invoice You at the end of each Service Period for the Window / Exterior Cleaning Services provided during that Service Period.
- 5.4 We will require a Deposit upon acceptance of our written quotation in some

instances (not more than 40% of the total cost of the requested task) fully refundable less costs incurred (Subject to your cancellation period of 14 days

- 5.5 You must pay each invoice upon completion or within (30 days if a commercial customer/client) (7 days if a residential customer/client) of receiving it.
- 5.6 We accept the following methods of payment:
 - 5.6.1 Credit / debit card;
 - 5.6.2 On-line payment;
 - 5.6.3 Cash (BY PRIOR AGREEMENT ONLY)
 - 5.6.4 Direct debit / Standing Order (GoCardless);
- 5.7 If You do not pay an invoice by the due date, we may charge You interest on the overdue sum at the rate of 8% above the base rate of England from time to time until payment in full is made. Interest will accrue on a daily basis from the due date until the actual date of payment, whether before or after judgment.
- 5.8 If You have promptly contacted Us to dispute an invoice in good faith We will not charge interest while such a dispute is ongoing.

6. Window / Exterior Cleaning Services

- 6.1 We will provide Window / Exterior Cleaning Services in accordance with the specification set out in the accepted Quotation and in the Agreement (as may be amended by agreement between You and Us from time to time).
- 6.2 We will begin to provide the Window / Exterior Cleaning Services on the Start Date and will continue to provide the Window Exterior Cleaning Services until the Agreement is terminated by You or Us in accordance with these Terms and Conditions.
- 6.3 We will use reasonable endeavours to ensure that You are always assigned the same Exterior Cleaning Technician. If a particular Technician is unavailable We will NOT inform You of any change prior to a Visit.
- 6.4 We will ensure that the Window / Exterior Cleaning Services are performed with reasonable care and skill and to a reasonable standard which is consistent with best practice in the window / Exterior cleaning market.
- 6.5 We will ensure that We comply with all relevant codes of practice.
- 6.6 We will ensure that no parts of the Property suffer damage as a result of Our provision of the Window / Exterior Cleaning Services. We will make good any damage that occurs at no additional expense to You as soon as is reasonably possible and where You can prove we caused the damage accepted proof is either cctv or date/time stamped photographic evidence.
- 6.7 If work beyond the normal remit of the Window / Exterior Cleaning Services is required (periodic cleaning of skylights or other hard to reach windows, for example) We will first obtain Your consent to perform such work and will add the costs of such work to the invoice for the Service Period in which the work takes place.
- 6.8 We will always try to not clean your windows and exterior cleaning tasks in extreme weather conditions such as torrential rain, heavy snow, high winds, lightening storms or other extreme weather conditions, however we will still work in mild (normal weather conditions which are natural to our countries climate) such as light rain / short showers, sleet, light snow and low level

winds. Our promise to you is that the results will still be the same. If weather is extreme as classed by either the Met Office and or ourselves we will not carry out your scheduled clean. Your scheduled clean will be rescheduled to either the following working day or to the next available working day.

7. Your Obligations

- 7.1 You will ensure that the Window / Exterior Cleaner can access the Property at the Agreed Times to provide the Window / Exterior Cleaning Services.
- 7.2 If the Exterior Cleaning Technician requires access via a locked gate or door, You may either give the Technician a key (a signed record must be made by yourselves) or be present at the Agreed Times to give the Window / Exterior Cleaner access or leave the access clear and unlocked at Your own Risk. We promise that all keys will be kept safely and securely by our Technicians during the task and returned and signed back when the task is complete.
- 7.3 You must ensure that the Exterior Cleaning Technician has access to electrical outlets and a supply of hot and cold running water.
- 7.4 You must give Us at least 24hrs notice if You do not require the Exterior Cleaning Technician to provide the Window / Exterior Cleaning Services on a particular day or at a particular time. We will not invoice for cancelled Visits provided such notice is given. If less than 24hrs notice is given We will reserve the right to invoice You up to the normal rate of the scheduled task .
- 7.5 You must ensure that all members of staff / residents at your property are informed of our visit.
- 7.6 You must provide adequate safety to our Exterior Cleaning Technicians during the Cleaning Task Including ensuring that Your property is in a safe and fit manner to be worked upon.
- 7.7 You must ensure all residents / employees / vulnerable people / minors and pets are kept clear of the work area.
- 7.8 You must ensure that the ground area is clear from Human and Pet Faeces Sharps, Contaminates and illegal substances.
- 7.9 You must not harass, threaten or show acts of violence to our Exterior Cleaning Technicians.

8. Complaints and Feedback

- 8.1 We always welcome feedback from Our customers and, while We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 8.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available upon request.
- 8.3 If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:
 - 8.3.1 [In writing, addressed to Smart Exterior Cleaning Solutions Ltd, 71-75 Shelton Street, Covent Gardens, London, WC2H 9JQ;]
 - 8.3.2 [By email, addressed to Mr Stuart Kimish, via our website]
 - 8.3.3 [Using Our complaints form, following the instructions included with the form;]

8.3.4 [By contacting Us by telephone on 0800 471 4925 [and choosing option 2 when prompted.]]

9. Cancellation of Contract During the Cooling Off Period

- 9.1 Where the Agreement is not made “on Our premises”, You have a statutory right to a “cooling off” period. This period begins once the contract between You and Us is formed and ends at the end of 14 calendar days after that date.
- 9.2 If You wish to cancel the Agreement within the cooling off period You should inform Us immediately by a clear statement (e.g. a letter sent by post, fax or email to us. You may use the Model Cancellation Form, but You do not have to.
- 9.3 To meet the cancellation deadline, it is sufficient for You to send Your communication concerning the exercise of the right to cancel before the cancellation period has expired.
- 9.4 If You exercise the right to cancel You will receive a full refund of any amount paid to the Us in respect of the contract.
- 9.5 We will refund money using the same method used to make the payment, unless You have expressly agreed otherwise. In any case, You will not incur any fees as a result of the refund.
- 9.6 We will process the refund due to You as a result of a cancellation without undue delay and, in any case, within the period of 14 days after the day on which We are informed of the cancellation.
- 9.7 If the Start Date falls within the cooling off period You must make an express request for provision of the Window / Exterior Cleaning Services to begin within the 14 calendar day cooling off period. [This request forms a normal part of the ordering process.] By making such a request You acknowledge and agree to the following:
- 9.7.1 If You cancel the Agreement after provision of the Window / Exterior Cleaning Services has begun You will be required to pay for the Window / Exterior Cleaning Services supplied up until the point at which You inform Us of Your wish to cancel;
- 9.7.2 The amount due will be a fair proportion of the Monthly Fee. Any sums that have already been paid for the Window / Exterior Cleaning Services will be refunded subject to deductions calculated on this basis;
- 9.7.3 We will process any refund within 5 Working Days and in any event no later than 14 calendar days after You inform Us of Your wish to cancel.
- 9.8 Clause 10 applies to termination of the Agreement after the 14 calendar day cooling off period has elapsed.

10. Termination

- 10.1 In addition to Your rights in Clause 9 relating to the cooling off period, You may terminate the Agreement at any time [after the Initial Period] by giving Us at least 14 days written notice.
- 10.2 You may terminate the Agreement with immediate effect by giving Us written notice if:

- 10.2.1 We have breached the Agreement in any material way and have failed to remedy that breach within 7 Days of You asking Us in writing to do so;
- 10.2.2 We enter into liquidation or have an administrator or receiver appointed over Our assets;
- 10.2.3 We are unable to provide the Window / Exterior Cleaning Services due to an event outside of Our control (see Clause 12);
- 10.2.4 We wish to change these Terms and Conditions to Your material disadvantage.
- 10.3 We may need to terminate the Agreement before the Start Date due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform You as soon as is reasonably possible.
- 10.4 After the Start Date [and once the Initial Period has expired], We may terminate the Agreement at any time by giving You at least 14 days written notice.
- 10.5 We may terminate the Agreement with immediate effect by giving You written notice if:
 - 10.5.1 You fail to make a payment on time as required under Clause 5 (this does not affect Our right to charge interest on overdue sums under sub-Clause 5.6);
 - 10.5.2 You have breached the Agreement in any material way and have failed to remedy that breach within 7 days of Us asking You in writing to do so; or
 - 10.5.3 We have been unable to provide the Window / Exterior Cleaning Services for more than 8 weeks due to an event outside of Our control (see Clause 12).
- 10.6 For the purposes of this Clause 10 a breach of the Agreement will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party. In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

11. Effects of Termination

- 11.1 If the Agreement is terminated for any reason the provisions of this Clause 11 will apply.
- 11.2 If at the termination date:
 - 11.2.1 You have made any payment to Us for any Window / Exterior Cleaning Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 calendar days of the termination notice;
 - 11.2.2 We have provided Window / Exterior Cleaning Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 5.
- 11.3 Any Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement will remain in full force and effect.

- 11.4 Termination will not remove or reduce any right to damages or other remedy which either You or We may have in respect of any breach of the Agreement which exist at or before the date of termination.

12. Events Outside of Our Control (Force Majeure)

- 12.1 We will not be liable for any failure or delay in performing Our obligations under these Terms and Conditions where the failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control .
- 12.2 If any event described under this Clause 12 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
- 12.2.1 We will inform You as soon as is reasonably possible;
- 12.2.2 Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;
- 12.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Window / Exterior Cleaning Services as necessary;
- 12.2.4 You or We may terminate the Agreement (see Clause 10).

13. Liability

- 13.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by You and Us when the Agreement is entered into. We will not be responsible for any loss or damage that is not foreseeable.
- 13.2 We will maintain suitable and valid insurance including public liability insurance.
- 13.3 We provide Window / Exterior Cleaning Services for commercial and domestic purposes only. We make no warranty or representation that the Services are fit for industrial purposes of any kind. We will not be liable to You for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 13.4 [If We cause any damage to the Property where evidence is provided from cctv, photographic dated before and after photos, We will make good that damage at no additional cost to You. We are not responsible for any pre-existing faults or damage in or to Your property that We may discover while providing the Window / Exterior Cleaning Services.]
- 13.5 [Our total liability for any loss or damage caused as a result of our negligence or breach of these Terms and Conditions or the Agreement (or that of the Exterior Cleaning Technician) is limited to match our Public & Employers Insurance Liability. You must ensure and provide evidence that your building/property is/was safe, with no existing damage prior to any work commencement]

- 13.6 We are not liable for any loss or damage You suffer which results from Your failure to follow any reasonable instructions given by Us or the Exterior Cleaning Technician.
- 13.7 Nothing in these Terms and Conditions is intended to or will limit or exclude Our liability for death or personal injury caused by Our negligence or for fraud or fraudulent misrepresentation.
- 13.8 Nothing in these Terms and Conditions is intended to or will limit Your legal rights as a Consumer under any consumer protection legislation. For more details of Your legal rights please refer to Your local Citizens Advice Bureau or Trading Standards Office.

14. How We Use Your Personal Data (Data Protection)

- 14.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and Your rights under the GDPR.
- 14.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available upon request

15. Other Important Terms

- 15.1 We may from time to time change these Terms and Conditions without giving You notice, but We will use Our reasonable endeavours to inform You as soon as is reasonably possible of any such changes.
- 15.2 We may transfer (assign) Our obligations and rights under the Agreement to a third party (this may happen, for example, if We sell Our business). If this occurs We will inform You in writing. Your rights under the Agreement will not be affected and Our obligations under the Agreement will be transferred to the third party who will remain bound by them.
- 15.3 You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission (such permission not to be unreasonably withheld).
- 15.4 The Agreement is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Agreement.
- 15.5 If any provision of the Agreement or these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Agreement or these Terms and Conditions and the remainder of the provision in question will not be affected.
- 15.6 No failure or delay by Us or You in exercising any rights under the Agreement means that We or You have waived that right, and no waiver by Us or You of a breach of any provision of the Agreement means that We or You will waive any subsequent breach of the same or any other provision.

16. Law and Jurisdiction

- 16.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and

construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].

- 16.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 16.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 16.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

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1.4.6 The duration of this Agreement, where applicable, or if this Agreement is of indeterminate duration or is to be extended automatically, the conditions for terminating it.

1.5 As required by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013:

1.5.1 all of the information described in Clause 1.4; and

1.5.2 any other information which We give to You about the Window / Exterior Cleaning Services or about Us which You take into account when entering into this Agreement or when making any other decision about the Window / Exterior Cleaning Services

will be part of the terms of Our contract with You as a Consumer.

2. The Window / Exterior Cleaning Services

2.1 We will:

2.1.1 begin to provide the Window / Exterior Cleaning Services on the Start Date of _____ ;

2.1.2 provide the Window / Exterior Cleaning Services during the Agreed Times of _____ or such other times as You and We may agree in writing;

2.1.3 provide the Window / Exterior Cleaning Services at the Property located at _____ ;

2.1.4 perform the Window / Exterior Cleaning Services in accordance with the specification referred to in Clause 2.2

2.2 The specification for the Window / Exterior Cleaning Services is [as follows:] **OR** [attached].

2.3 You and We may agree in writing to vary the specification from time to time.

3. Fees and Payment

3.1 You will pay a Task Fee of £ _____ for the Window Cleaning Services.

3.2 Other Sums: £ _____ Description: _____

4. Waiver of Cooling Off Period

4.1 By signing this Agreement You request Us to commence provision of the Window / Exterior Cleaning Services immediately and not to wait for the 14 day cooling off period referred to in Clause 9 of the Terms and Conditions to expire.

4.2 You acknowledge that if You exercise the right to cancel You will be liable to pay Us for the Window / Exterior Cleaning Services provided up until the point at which You inform Us of Your wish to cancel, as set out in Clause 9 of the Terms and Conditions.

SIGNED for and on behalf of the Trader by:

Name:

Surname:

Authorised Signature

Date: _____

SIGNED by the Customer:

Signature

Date: _____

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SCHEDULE 2

MODEL CANCELLATION FORM

To: Smart Exterior Cleaning Solutions Ltd,

71-75 Shelton Street, Covent Gardens, London, WC2H 9JQ

I/We (delete as appropriate) hereby give notice that I/we (delete as appropriate) cancel my/our (delete as appropriate) contract for window cleaning services dated > <.

Name of consumer(s): > <

Address of consumer(s): > <

Signature of consumer(s): > <

Date: > / / <

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