



TERMS & CONDITIONS

BACKGROUND:

These Terms and Conditions are the standard terms which apply to the provision of window & exterior cleaning services, Aquaforce Windows & Exterior Cleaning Ltd (“the Trader”) to customers who require window cleaning services to be provided at their home on a regular basis. Please read them carefully and ensure that you understand and agree to them. If you have any questions, please contact us.

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

1. Information about Us

- 1.1 We are a Limited company.
- 1.2 We trade under the name Aquaforce Windows & Exterior Cleaning Ltd.
- 1.3 We are registered in the United Kingdom under number 14382645.
- 1.4 Our registered office is at 12 Horlock Road, Brockenhurst. Hampshire, SO42 7TJ.
- 1.5 We are a member of The Federation of Window Cleaners.

2. Communication and Contact Details

- 2.1 If you wish to contact us with questions or complaints, you may contact us by telephone at 07928 555613 or by email at info@aquaforce-newforest.co.uk

3. Fees and Payment

- 3.1 We will invoice you at the end of each Service Period for the Services provided during that Service Period.
- 3.2 You must pay each invoice within 7 calendar days of receiving it.
- 3.3 We accept the following methods of payment:
 - 3.3.1 Debit/Credit card;
 - 3.3.2 Cash;
 - 3.3.3 Cheque;
 - 3.3.4 Bank transfer

4. Window & Exterior Cleaning Services

- 4.1 We will provide the Window & Exterior Cleaning Services in accordance with the specification set out in the accepted Quotation, which may be amended by agreement between you and us from time to time.
- 4.2 We will begin to provide the Cleaning Services on the start date and will continue to provide the Cleaning Services until the Agreement is terminated by you or us.
- 4.3 We will ensure that the Cleaning Services are performed with reasonable care and skill and to a reasonable standard which is consistent with best practice in the window cleaning market.



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- 4.4 We will ensure that we comply with all relevant codes of practice.
- 4.5 If work beyond the normal remit of the 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.

5. Your Obligations

If the Cleaner requires access via a locked gate or door, you may either give the Cleaner a key or be present at the Agreed Times to give the Cleaner access. We promise that all keys will be kept safely and securely by Window Cleaners.

- 5.1 You must ensure that the Cleaner has access to electrical outlets and a supply of hot and cold running water when needed to perform works as agreed within your quotation.
- 5.2 You must give Us at least 24 hour's notice if You do not require the Window Cleaner to provide the Window 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 24 hour's notice is given We will invoice You at the normal rate.
- 5.3 If You do not provide the required access to the Property or make it impossible for Us to provide the Cleaning Services by failing to comply with any other provision in this Clause 8, and do not have a good reason for this, We may invoice you for any additional charges incurred as a result.

6. Events Outside of Our Control (Force Majeure)

- 6.1 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, or any other event that is beyond Our reasonable control.
- 6.2 If any event described under this Clause 13 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
 - 6.2.1 We will inform You as soon as is reasonably possible;
 - 6.2.2 Our obligations under the Agreement will be suspended and any time limits that We are bound by will be extended accordingly;
 - 6.2.3 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 Cleaning Services as necessary;
 - 6.2.4 You or We may terminate the Agreement (see Clause 11).



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7. Liability

- 7.1 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.
- 7.2 We will maintain suitable and valid insurance including public liability insurance.
- 7.3 We provide Window Cleaning Services for domestic and private purposes only. We make no warranty or representation that the Services are fit for commercial, business or 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.
- 7.4 If We cause any damage to the Property, 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 Cleaning Services.
- 7.5 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 Window Cleaner.
- 7.6 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.
- 7.7 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.

8. Other Important Terms

- 8.1 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.
- 8.2 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.
- 8.3 You may not transfer (assign) Your obligations and rights under the Agreement without Our express written permission (such permission not to be unreasonably withheld).
- 8.4 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.



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- 8.5 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.
- 8.6 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.